

ADDIE McBRYDE CENTER MANUAL
TABLE of CONTENTS

Title 32:Rehabilitation Services

Part 3: Vocational Rehabilitation for the Blind

Subpart 1: Addie McBryde Center for the Blind

Chapter 1: Addie McBryde Rehabilitation Center Manual



ADDIE McBRYDE REHABILITATION CENTER MANUAL
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TABLE OF CONTENTS

SECTION 1 (1A) Leadership.....	1
1.00 MDRS Mission Statement	1
1.01 AMRC Mission Statement.....	1
1.02 Scope of Services.....	1
1.03 Assurances/Principles	1
1.04 Code of Ethics and Ethical Violations	1
1.05 The Governance Authority	2
SECTION 2 (1B) Governance.....	3
2.00 Governing Authority	3
2.01 Administrative Agency	3
2.02 Organizational Structure	3
2.03 Organizational Chart.....	4
SECTION 3 (1C) Strategic Integrated Planning	5
3.00 Reports	5
3.01 Strategic Management Plan	5
3.02 Additional Planning Tools	6
SECTION 4 (1D) Input from Persons Served and Other Stakeholders	7
4.00 Input from Stakeholders.....	7
4.01 Case/Program Managers	7
4.02 Consumer Based Planning	7
4.03 Mechanisms Used to Obtain Input.....	7
4.04 Facility Advisory Committee.....	8
4.05 Public Relations and Outreach Information.....	9

ADDIE McBRYDE CENTER MANUAL
TABLE of CONTENTS

4.06	Staff Meetings	9
SECTION 5 (1E) Legal Requirements and Legal Issues		10
5.00	Legal Conformance.....	10
5.01	Search Warrants and Legal Proceedings Involving Staff	10
SECTION 6 (1F) Financial Planning and Management		11
6.00	Financial Policy	11
6.01	Fiscal Management	11
6.02	Funding	11
6.03	Fee Splitting Policy.....	11
6.04	Donations Policy	11
6.05	Insurance	11
6.06	Financial Records.....	11
6.07	Release of Financial Information.....	12
6.08	Cash Management Policy	12
6.09	Budget.....	12
6.10	External Audit.....	12
6.11	Annual Fiscal Report	12
SECTION 7 (1G) Risk Management.....		13
7.00	Risk Management Policy	13
7.01	Security Plan	13
7.02	Physical Plant.....	13
7.03	Keys	13
7.04	Vehicles on-site are disseminated and collected on a daily basis	13
7.05	Financial Documents & Equipment.....	13
7.06	Insurance	14
SECTION 8 (1H) Health & Safety		15
8.00	Safety and Health Policy.....	15
8.01	Program Restrictions.....	15
8.02	External Safety Inspections.....	15
8.03	Internal Health & Safety Program	16
8.04	Emergency/Crisis Procedures	16
8.05	Critical Incident Reporting Procedures.....	17
8.06	Health & Safety Training.....	17
8.07	Smoking Products Policy.....	17
8.08	Infection Control Policy.....	17
8.09	Emergency Medical Information	18
8.10	Medication Monitoring Policy	18
8.11	First Aid Room	18
8.12	Ergonomics Policy	18
8.13	Emergency Lighting.....	18
8.14	Equipment Safety.....	18
8.15	Emergency/Fire Alarm System.....	18

ADDIE McBRYDE CENTER MANUAL

TABLE of CONTENTS

8.16	Transportation	19
8.17	Alcohol and Drug Testing Policy	19
SECTION 9 (1I) Human Resources		21
9.00	Staffing Pattern and Back-up Plan	21
9.01	Staff Qualifications	21
9.02	Background/Credentials Verification Policy	21
9.03	Nondiscrimination Policy	21
9.04	Interns/Trainees.....	21
9.05	Volunteers	22
9.06	Outside Consultants	22
9.07	Job Descriptions.....	22
9.08	Orientation Policy (Employees/Interns/Trainees/Volunteers)	22
9.09	Personnel Policies for Employees of Addie McBryde	22
9.10	Performance Development System.....	23
9.11	Staff Input	23
9.12	Staff Development and Training.....	23
9.13	Community Involvement	24
9.14	Staff-Client Fraternization	24
SECTION 10 (1J) Technology		25
10.00	MDRS Management Information System (MIS).....	25
10.01	Case Management Software	25
10.02	Confidentiality of Records.....	25
10.03	Use of Computers	25
SECTION 11 (1K) Rights.....		26
11.00	Assurance of Commitment to Rights of Persons Served.....	26
11.01	Violations and/or Complaints	26
11.02	Informed Consent.....	26
11.03	Physical/Psychological Abuse	26
11.04	Sexual Harassment Policy.....	27
11.05	Release of Persons Served	27
11.06	Grievance/ Complaint Procedures	27
SECTION 12 (1L) Accessibility		30
12.00	Location of Facility.....	28
12.01	Accessibility Plan.....	28
12.02	Measuring Accessibility.....	29
SECTION 13 (1M) Information Measurement and Management.....		30
13.00	Outcomes Measurement System.....	30
13.01	Confidential Records	31
13.02	Records Protection Policy.....	31
13.03	Records Retention/Disposal Policy.....	32
13.04	Personnel File Contents	32

ADDIE McBRYDE CENTER MANUAL
TABLE of CONTENTS

13.05	Retention of Referral Information	32
13.06	Disclosure of Confidential Client Information	32
13.07	Single Case Record	32
13.08	Organization of Material in Case Record	32
13.09	Case Record Requirements	33
13.10	Case Recording	34
13.11	Signature Policy	34
13.12	Case Review (Quality Assurance)	34
SECTION 14 (1N) Performance Improvements		35
SECTION 15 (1O) Client Services		36
15.00	GENERAL SERVICE INFORMATION	36
A.	Referrals	36
B.	Re-referrals	36
C.	Order of Acceptance Policy	37
D.	Reentry Policy	37
E.	Reorientation Policy	37
F.	Ineligible Individuals	37
G.	Orientation Policy for Clients	37
H.	Client Handbook	37
I.	Intake Interview	38
J.	Individual Program Planning Policy	38
K.	Program Manager	39
L.	Assistive Technology	39
M.	Behavior Management Policy and Procedures	39
N.	Referrals for Additional Services	40
O.	Termination Procedures	40
P.	Follow-Up	41
15.01	Personal Adjustment Training (PAT) Services	41
A.	PAT Admission Criteria	41
B.	PAT Services	41
C.	PAT Techniques	42
D.	Individualized Personal Adjustment Training Plan (IAP)	42
E.	PAT Progress Staffings and Reports	42
F.	PAT Final Staffing	43
G.	PAT Exit Criteria	43
15.02	Comprehensive Vocational Evaluation Services	43
A.	Vocational Evaluation Admission Criteria	43
B.	Vocational Evaluation Services	43
C.	Vocational Evaluation Techniques	44
D.	Individualized Vocational Evaluation Plan (IVEP)	44
E.	Vocational Evaluator Participation in Monthly Client Staffing	44
F.	Vocational Evaluation Summary	45
G.	Vocational Evaluation Report	45
H.	Vocational Evaluation Exit Criteria	45

ADDIE McBRYDE CENTER MANUAL
TABLE of CONTENTS

15.03	Low Vision Services	45
A.	Low Vision Admission Criteria	45
B.	Low Vision Services and Techniques	46
C.	Low Vision Reports	46
D.	Low Vision Exit Criteria.....	46
15.04	Additional “Special” Services.....	46
APPENDIX A	47
	Supplemental Documentation / Resources	48
APPENDIX B	49
	Code of Ethics.....	49
INDEX	A

SECTION 1 (1A) Leadership**1.00 MDRS Mission Statement**

It is the mission of the Mississippi Department of Rehabilitation Services (MDRS / the Department) to provide appropriate and comprehensive services to Mississippians with disabilities in a timely and effective manner. Programs and services assist individuals with disabilities to gain employment, retain employment and/or to live more independently.

1.01 AMRC Mission Statement

In keeping with its mission, MDRS operates a non-profit community rehabilitation program (CRP), The Addie McBryde Rehabilitation Center (the Center). The mission of the Center is to provide options which promote the personal, social and economic independence of persons living with vision loss.

1.02 Scope of Services

Located in Jackson, Mississippi, on the University of Mississippi Medical Center campus, the Center provides the following: Personal Adjustment Training in Orientation and Mobility, Personal Management, Techniques of Daily Living, Leisure Education, Recreation, Arts & Crafts, Communications, Typewriting/Keyboarding and Advanced Communications are also a part of the curriculum designed to meet the needs of those served. The Center also provides individualized vocational evaluations, diabetic counseling and low-vision assessments.

The Center is committed to providing service delivery that will empower individuals served to reach the highest and most appropriate functional level. This is accomplished through the designation of entrance and exit criteria for each service area.

1.03 Assurances/Principles

1. The Center's leadership is philosophically, as well as legally, committed to ensuring that the human rights, dignity, health and safety of all its clients are fully protected.
2. The Center's leadership is committed to soliciting and utilizing input from those served throughout all states of the service delivery process.
3. The Center's leadership is committed to providing services designed to assist those served in reaching their maximum independence. The primary goal for each person is to develop the skills necessary to achieve this goal. A second goal is to coordinate services that will lead to an employment outcome.
4. The Center's leadership is committed to providing services that are individualized, coordinated, and reflects the informed choices of the persons served.

1.04 Code of Ethics and Ethical Violations

The Center has established a code of ethics and seeks to adhere in all its activities and services to the highest ethical and moral standards. Accepting and/or exchange of any gratuities, money, or gifts is prohibited. At any time that a presumed violation of either the Addie McBryde Code of Ethics or the Mississippi Department of Rehabilitation Services Code of Ethics is noted, it should be reported in writing to the Center director or his/her designee. The Center director is responsible

for reporting such violations to appropriate MDRS administration. (*Reference: "Code of Ethics and Our Mission Statement" Book 1.*)

1.05 *The Governance Authority*

As set by state statute and through management by the Mississippi Department of Rehabilitation Services, the Governing Authority provides effective and ethical leadership and stability for the Center so that it can achieve its stated mission. Together they have responsibility for establishing policy and maintaining high standards of operation. The Governing Authority meets formally on a quarterly basis, at a minimum, and informally as needed.

SECTION 2 (1B) Governance**2.00 *Governing Authority***

The Governing Authority of the Addie McBryde Rehabilitation Center for the Blind is a three-member body set by State legislative statute. The Governing Authority has the responsibility for approving the appointment of the Director of the Addie McBryde Center. In addition, it is responsible for reviewing major policy issues presented by the Director of the Office of Vocational Rehabilitation for the Blind and the McBryde Center Director, for maintaining high standards of operation, and for the continuing development of the Center. Members of the Governing Authority, as set by legislative mandate, are the Vice Chancellor of the University of Mississippi Medical Center, the University of Mississippi Medical Center's Assistant Vice-Chancellor for Administrative Services and the Director of the MDRS Office of Vocational Rehabilitation for the Blind. The Governing Authority meets at least quarterly, and minutes are kept of all meetings.

Orientation procedures for a new governing authority member include the Center Director arranging a tour of the Center, providing an overview of the Center's operations and its history and copies of governing authority minutes for the previous three years. Policies to guard against the development of a conflict of interest are established by the Department and by the University of Mississippi Medical Center. Any suggestion of the possibility of a conflict of interest between an individual member and the Center is referred to the attorney assigned to the Department by the Mississippi Attorney General's Office for an opinion which shall be binding upon the member in question. (*Reference: "Governing Authority" Book 1.*)

2.01 *Administrative Agency*

The administrative agency of the Addie McBryde Center is the Mississippi Department of Rehabilitation Services. With the exception of the appointment of the Center Director as noted above, all decisions regarding staff, finances, policies, procedures, and the like, are under the purview of MDRS. The responsibility of administering and supervising the Center's programs, including expansion, changes, or modification of the Center lies with the Department.

MDRS, as the administrative agency, manages the general business, property and affairs of the Center. The Center is located organizationally within the Office of Vocational Rehabilitation for the Blind. OVRB Administrative staff, of which the McBryde Center Director is a member, meets periodically at the initiation of the OVRB Director.

2.02 *Organizational Structure*

The Center is structured and administered to meet the established goals of the Department and the Center. The Director of OVRB recommends the designation of the Center Director and all other Center personnel. However, the ultimate approval for employment rests with the MDRS Executive Director. For the purposes of CARF, the Center Director is the chief executive officer of the Addie McBryde Center. The Department vests authority to the Center Director for the direct oversight of the day-to-day management of the Center in accordance with the policies and procedures of the Department and sound management principles. Support personnel or technical

assistants are supervised and function within the organizational structure for the Center as set by the Department.

A review and approval process in critical management areas is carried out through a chain of command. This begins with the Center Director, proceeds to the OVRB Director, the Deputy Director of Vocational Services and on to the MDRS Executive Director. The Center Director reports directly to the OVRB Director who is next in line above this staff position in responsibility and accountability for the management and operation of the Center. In the absence of the Center Director, the Assistant Center Director is in charge of the management of the Center.

The Center Director, with the approval of the OVRB Director, initiates decisions that affect the Center such as the establishment of Center goals and objectives, budgeting, employee selection, staff utilization, space allocation, travel, in-service training, use of consultants, public information, and program development.

The Center Director is responsible for meeting with the staff to ensure that input in these areas is secured and documented. The Center Director provides input on behalf of the entire Center to her supervisor, the OVRB Director.

2.03 *Organizational Chart*

MDRS has an organizational chart that sets forth lines of authority, responsibility, and communication in accordance with Department policies and procedures and with approval of applicable state regulatory agencies. This organizational structure is reviewed and amended as necessary by the MDRS Executive Director. In addition, the Center's organizational chart delineates the lines of authority, responsibility and communication within the Center. (*Reference: "Human Resources" Book 4.*)

SECTION 3 (1C) Strategic Integrated Planning**3.00 *Reports***

Various management records and reports generated by the Center are used to guide the operation, support the assessment and improvement in quality of services, measure and communicate performance, and reflect the current status of the Center.

The Center Director assists in the OVRB Director's formulation of policy by presenting and interpreting operating reports, including those reflecting the efficiency and effectiveness of the Center. These reports include, but are not limited to, the following: Monthly Reports, Annual Outcomes Management Report, Outcome Measurement System Results, Financial Statements, Strategic Management Plans, Personnel Reports, and the results of Program Quality Assessment activities. These results are supplied to the McBryde Governing Authority and to the OVRB Director who presents them to the MDRS Executive Director. These presentations provide an opportunity for policy and operational review, analysis, and action.

The Center Director analyzes management reports and compares performance against budgetary, administrative, and professional standards. In addition, the Center Director analyzes the extent to which the Center's goals and objectives are being attained. The results of these activities are used by the Center Director to upgrade operations by the initiation of appropriate preventive, pro-active, or corrective measures.

The Center Director provides, interprets, and presents data to the OVRB Director and the Governing Authority in order to identify local needs and achievements, ensures that staff is operating in an efficient and effective manner, and initiates statewide management direction and actions to accomplish the goals and objectives of the Center. The OVRB Director initiates ongoing efforts to ensure that a management information system exists to provide regular, timely flow of information.

The MDRS reviews the total effectiveness of the Center in relation to the stated purposes of the Center and the Department. If reviews indicate significant deviations from goals or expectations, then a determination of probable causes and needed changes in either service delivery or expectations are taken into consideration.

3.01 *Strategic Management Plan*

The Center maintains a Strategic Management Plan through the Office of Vocational Rehabilitation for the Blind with goals and objectives based upon a periodic, systematic needs assessment of current and potential consumers. The Center, in accomplishing the planning process, solicits cooperative interagency coordination for those persons who need long-term assistance and/or supplementary supportive services. Center personnel participate in local community planning activities related to the persons served and the mission of the organization. (*Reference: "Strategic Management Plans", "Clients Referred for Ancillary Concurrent Services", and "Community Involvement Book 1, Book 7, Book 6."*)

3.02 *Additional Planning Tools*

The Center's target service area is statewide. Its services are intended for people who are blind or visually impaired and who are eligible clients of one of the programs administered by the Office of Vocational Rehabilitation for the Blind.

The Center describes changes and trends that may affect planning and have an impact on the future. These may include such items as changes in the community, government, economy, labor market, consumer needs, service area, and services. In addition to the Strategic Management Plan, the Center uses the following to document planning for future needs:

1. Accessibility Plan
2. Staff Development and Training Plan
3. Outreach Plan
4. Short-Long Range Goals

SECTION 4 (1D) Input from Persons Served and Other Stakeholders***4.0 Input from Stakeholders***

The Addie McBryde Rehabilitation Center for the Blind is committed to creating an environment that is responsive to the needs and expectations of the people served, and that is relevant to their maximum participation in society. The involvement of the people receiving the services, or their personal representatives is an integral part of the total environment of the Addie McBryde Rehabilitation Center for the Blind. By providing opportunities for consumers themselves to have input about the system, the Addie McBryde Center benefits from their unique perspectives, and demonstrates a belief in the value of self-determination and informed choice.

The Center is committed to obtaining and utilizing input from those served throughout every aspect of the service delivery process. The Center has established written procedures which describe each of the major systems used to obtain input from persons served and other stakeholders.

4.01 Case/Program Managers

In addition to formal methods for receiving input, the Center is committed to maximizing opportunities for clients to contribute in more informal ways to the development and implementation of their program of services. The Center Director maintains an "open door" policy and meets with each new client shortly after arrival. All clients entering the Center are assigned to a Program Manager who is responsible for developing, implementing, monitoring and modifying as necessary the clients' program of services. Program Managers meet regularly with each client on their caseload, acting as a liaison with the client's MDRS district counselor and with other service providers.

Input received from these procedures is reviewed and used to make decisions about program improvement, change, or modification to insure that the needs of the persons served are being met. When appropriate, input is used to change practices and/or policies of the Addie McBryde Rehabilitation Center for the Blind.

4.02 Consumer Based Planning

The Center maintains its programs based upon the needs of prospective and current consumers. Consumers include persons served and referral sources. It is critical that communication between the Center and its consumers be maintained to ensure the Center's programs and services are effectively utilized.

4.03 Mechanisms Used to Obtain Input

The methods include but are not limited to the following:

1. Suggestion Box - In order to promote input from those served, a suggestion box is located in the client lounge on the second floor.
2. Client Advisory Committee – A group of three clients is chosen at random and serves voluntarily to gather input from their peers. This input is shared with staff at the Psychosocial Committee meetings. Oral and written input from individual

clients is solicited from those served through each phase of the service delivery process (from intake to program planning and service implementation, to progress reviews, exit and follow-up). The Center's Program Managers are charged with maintaining regular and ongoing contact with clients assigned to their caseloads. Program Managers document all significant communication with or about clients on their respective caseloads in the client file's case notes. Program Managers also maintain regular contact with referring district counselors of each client, informing them immediately, either orally or in writing, of any significant issue that may arise.

3. Public Meetings - Input from those served and the general public is solicited and secured annually at regional meetings for the public review of the Mississippi OVR/VRB State Plan. Meeting locations and schedules are advertised, and other informal means are used to encourage participation from advocacy groups, consumers, and the general public. The Mississippi OVR/VRB State Plan is available for review by persons with disabilities and/or other interested parties during regular office hours at the Department's central administrative office and certain district locations and available on the MDRS website. The State Plan is provided in alternate media for access by people who are blind or visually impaired.
4. Facilities Advisory Committee - Input is solicited from the representatives of the service community and blind consumers through the quarterly meeting of the Facilities Advisory Committee. (*Reference: "Facilities Advisory Committee" Book 1*)

The Center develops and maintains an annual comprehensive, written consumer-based management plan. This plan is the result of the Center's investigations and its mission in the community. As a minimum, this plan includes:

1. A ***prioritized*** set of objectives
2. An action plan to accomplish the objectives
3. Identification of responsibilities for accomplishment of the planning objectives to include who will be responsible for what and the time frames that are projected for their accomplishment
4. An evaluation of performance toward objectives (minimum of annually) (*Reference: "Outcomes Measurement System" and "Strategic Management Plans" Book 1.*)

4.04 Facility Advisory Committee

The Center maintains continual participation in a Facilities Advisory Committee (the Committee). The Committee provides a mechanism to promote community input. It also solicits and secures community involvement in support of the Center. The Committee serves strictly in an advisory capacity and has neither legal responsibility nor authority over the operation of the Center. The Committee is composed of members who are blind consumers or who are representatives from the various agencies and organizations for people who are blind or visually impaired.

The purpose of the Committee is to gather and provide diverse, energetic, and creative community input. Functions of the Committee are to promote accessibility (physical,

programmatic, economic/employment) for persons with disabilities and interagency service coordination. The Committee meets at least quarterly with minutes taken at all meetings. (*Reference: "Facility Advisory Committee" Book 1.*)

4.05 *Public Relations and Outreach Information*

Addie McBryde Rehabilitation Center for the Blind maintains an active, ongoing public information (PI) program that serves to promote understanding and support of the Center while preserving and respecting the dignity and rights of the persons served. The Center plans, initiates, and documents PI activities. Open houses, involvement in local interagency councils or boards, press releases, and presentations to civic organizations represent examples of PI activities. PI is the key to community support and serves to enhance the viability of the Center. The Center Director is directly involved in PI activities and other related duties but is provided support and technical assistance from specialized Center staff. (*Reference: "Public Information and Outreach" Book 6.*)

The purposes of the Center are clearly stated in various publications which are distributed to staff, those served, referral sources, and other interested individuals or groups. All Center brochures and other appropriate publications contain descriptions of the services available and are designed to enhance the value of the persons served. All PI activities are conducted in accordance with MDRS Policy Manual, 1.10 Public Information Guidelines, page 1-28.

4.06 *Staff meetings*

Staff meetings of management and professional staff in the Center are held at least monthly. Minutes of all staff meetings are taken and distributed to personnel. Through these meetings Center staff are provided opportunity to make suggestions, offer observations, as well as receive information from the Center Director about progress toward reaching management goals. (*Reference: "Staff Meeting Minutes" Book 5.*)

SECTION 5 (1E) Legal Requirements and Legal Issues***5.00 Legal Conformance***

It is the intent of the Addie McBryde Rehabilitation Center for the Blind to demonstrate conformance with all applicable legal requirements and regulations of the governmental authorities and legally authorized agencies under whose authority it operates. In support of this intent, the Center maintains all legally required licenses and certificates that relate to its conformance with such requirements including, but not limited to, accessibility, affirmative action, equal employment, health and safety, licensure and fair labor practices. (*Reference: SPB Personnel Handbook; Executive Director's Memoranda; "Human Resources" file.*) Applicable legal requirements are checked periodically with the attorney assigned to the Mississippi Department of Rehabilitation Services from the State Attorney General's Office.

The State of Mississippi does not require licensure for community rehabilitation programs. Should the Center plan to engage in any activity regulated or licensed by the State or the United States Government or any other legally authorized agencies under whose authority it operates, then the appropriate licensure or certification will be secured prior to the initiation of the activity.

5.01 Search Warrants and Legal Proceedings Involving Staff

The policy for personnel responding to search warrants, investigations, inquiries from attorneys relating to current or former clients or other legal actions are as follows:

1. Contact the immediate supervisor for assistance.
2. If a staff member receives a subpoena, he/she will follow guidelines in the OVR/VRB Policy Manual: Section 3.5.
3. All legal inquiries concerning clients must be directed to the Center Director or his/her designee.
4. The MDRS staff attorney will be consulted on any issue needing legal guidance.

SECTION 6 (1F) Financial Planning and Management**6.00 Financial Policy**

The Addie McBryde Rehabilitation Center for the Blind is accountable for efficient and effective financial management to ensure the viability of its programs. Fiscal affairs are managed in a manner that is consistent with the purposes of the Center and in accordance with sound practices and legal requirements as promulgated by the MDRS Office of Finance and the State of Mississippi Department of Finance and Administration. All financial matters are reviewed by multiple levels of administrative personnel.

6.01 Fiscal Management

All the fiscal affairs of the Center are conducted in a prudent manner consistent with sound business practices as well as State and Federal requirements. Efficient and effective recording, reporting, and controlling of expenses, assets, and liabilities are accomplished through written policies and procedures established by the Department and maintained at the MDRS Central Office.

6.02 Funding

The Department funds the Center. (*Reference: "Budget" file.*) Limited revenue is generated by donations from civic groups and individuals. All such donations are deposited in the Lions Sight Foundation Addie McBryde Resource Center account with the Lions of Mississippi.

6.03 Fee Splitting Policy

The Department prohibits the splitting of fees with third party sponsors as consideration for referral of the person to be served.

6.04 Donations Policy

The Center documents the receipt of all donations and provides a letter of acknowledgement to donors listing the current tax-exempt status of the CRP. Receipt of donations is verified in writing by at least two staff members, and the fair market value of the donation is documented. (*Reference: "Donations" Book 2*)

6.05 Insurance

Through the Department, the Center maintains a comprehensive risk protection program which includes general liability, workers compensation, bonding, automotive liability, and damage to the property of others. This program is reviewed on an annual basis. The Department does not provide malpractice liability or errors and omission coverage. However, the Mississippi Tort Reform Act provides limited coverage to state employees who are acting within the scope of their employment.

6.06 Financial Records

Fiscal records covering all aspects of the financial operation of the Center are maintained by the Department. (*Reference: "Budget" Book 2.*)

6.07 Release of Financial Information

Under no circumstances is financial information released to any parties other than OVRB personnel unless so authorized by the OVRB Director or his/her designee. General financial information is contained in the MDRS Annual Fiscal Report which is distributed to the general public. (*Reference: "Outcomes Measurement System" Book 2.*)

6.08 Cash Management Policy

1. Working capital needs for the Center are provided for in the operation of the MDRS Central Fund.
2. Cash control procedures for the AMC Petty Cash Fund include adherence to State and Federal guidelines and accepted accounting principles. The AMC Petty Cash Fund is a non-interest-bearing fund.
3. Procedures are in place to account for the holding and expending of money belonging to persons served. Monies being held for persons served do not generate interest. (*Reference: "Cash Management Policies" Book 2.*)

6.09 Budget

The Center prepares and submits an annual budget. Fiscal reports are generated monthly by the MDRS Finance Office. The Center's budget reflects the needs and resources for realizing its goals and includes input from professional and/or administrative staff concerning equipment, modification of physical facilities, and staffing requirements. The budget is approved by the MDRS Executive Director in consultation with the OVRB Director prior to the initiation of the fiscal year. The budget is used as a management tool to assess accomplishment of financial goals. Budget line items are compared with actual performance on a monthly basis. (*Reference: "Budget" Book 2.*)

6.10 External Audit

The Center is audited as a part of the standard procedures under which the Department is audited. Results of any audit are reviewed, responded to, and as needed corrective action is taken in regard to the recommendations.

6.11 Annual Fiscal Report

An annual fiscal report of the Center's activities is prepared and communicated to the public as a part of the MDRS reporting procedures.

SECTION 7 (1G) Risk Management**7.00 Risk Management Policy**

Addie McBryde engages in activities designed to control threats to its customers, property, goodwill, and ability to accomplish goals. Through a documented security plan pro-active measures mitigate risks.

7.01 Security Plan

The Center maintains a written security plan which details security provisions and procedures in order to provide maximum protection of the assets of the Center. In addition to the efforts put forth by the Center, back-up protection is provided by the University of Mississippi Medical Center's Department of Campus Police.

7.02 Physical Plant

The Center Director and/or his/her designee are responsible for insuring that all doors are locked, and all areas secured.

7.03 Keys

The Center exercises reasonable efforts to disseminate and collect keys to the physical plant. Staff members are only given keys to gain access to their respective work areas. Keys to the clients' files and safe/vault room are restricted to the Center Director, the Assistant Center Director and the designated staff member responsible for this area. In dispensing keys to staff members, the CRP maintains documentation with signatory acknowledgement that the staff member has been provided such keys, agrees not to make copies of the keys, and will return the keys upon their termination of employment with the Department or upon their relocation to another physical plant. Vehicle keys are secured in the Front Office area. Spare keys for the vehicles are locked in a secure location.

7.04 Vehicles on-site are disseminated and collected on a daily basis.

Center vehicles are parked in a secure area on the premises. Vehicles are locked and secured at night. In no instance may a Center vehicle be parked at a personal residence unless approved in advance by the Center Director.

7.05 Financial Documents & Equipment

General ledgers, journals, and other critical accounting information are kept within the Center Director administrative assistant's office and the administrative assistant in the Front Office. Petty cash and other funds are kept within the Center safe. Only the Center Director, Assistant Director, and administrative assistant(s) have access to the safe. The postage machine is located in the Center workroom area which is accessible by codes only. Each department (AMC, BEP, ILS, OVRB District Counselors) has a separate code that enable them access to the postage machine.

Fuelman Cards

Vehicle gas cards (Fuelman) are kept in each vehicle and are accessible by employee driver PIN numbers. Designated staff are assigned employee driver PIN numbers for which they

are responsible.

7.06 Insurance

Through the Department, the Center maintains a comprehensive risk protection program which includes general liability, workers compensation, bonding, automotive liability, and damage to the property of others. This program is reviewed on an annual basis. The Department does not provide malpractice liability or errors and omission coverage. However, the Mississippi Tort Reform Act provides limited coverage to state employees who are acting within the scope of their employment.

SECTION 8 (1H) Health & Safety**8.00 *Safety and Health Policy***

The Addie McBryde Center is committed to the maintenance and monitoring of the safety conditions of its physical plant. The welfare of the clients and staff is a matter of priority. The Center is committed to maintaining optimal safety practices, instructional environments, and equipment operation to ensure the welfare of both clients and staff is protected. The Center maintains an active, ongoing, comprehensive health and safety plan. The Center's daily procedures ensure a safe, healthy environment.

8.01 *Program Restrictions*

The client's health and any other special considerations are taken into account when deciding appropriate program assignments. Any restrictions are provided in written form to the Center Director and the individual who is responsible for assigning class schedules. Documentation of such restrictions is maintained in the case file.

8.02 *External Safety Inspections***Types of Inspections**

Comprehensive, externally conducted inspections of the premises and operations are conducted in the areas of health and safety. Documentation of these inspections, areas covered, and recommendations are obtained. (*Reference: "External Inspections" Book 3.*)

These inspections where applicable cover the following:

1. Emergency warning devices, means of egress, and emergency plans.
2. Operations involving hazardous materials and processes including safe and effective management of bio-hazardous materials.
3. Walking and working surfaces.
4. Health and sanitation provisions in food preparation, eating areas, rest rooms, etc.
5. Working environment including ventilation, illumination, noise, and air contaminants.
6. Fire protection in accordance with applicable provisions of the National Fire Protection Association Fire Code.
7. Electrical system hazards.

Qualifications of Inspectors

Surveys and inspections must be conducted by competent authorities. These include combinations of the following:

1. A licensed or registered safety engineer, where applicable.
2. A representative of a state agency providing an inspection on consultative basis
3. A private safety consultant or on who represents the Departments' fire or Worker's Compensation carrier.
4. A local fire control authority such as personnel from the University of Mississippi Medical Center or the City of Jackson.
5. A State or Federal technical assistance consultant in safety and health.

Frequency of Inspections

Comprehensive, externally conducted fire inspections of the Center are accomplished at a minimum of every three years. Comprehensive, externally conducted safety inspections of the Center are accomplished at a minimum of every three years. New or supplemental inspections are conducted upon occupancy of new quarters or the installation of new processes or major items of equipment.

Response to Inspections

A written response is developed which documents the results of the review and corrective action taken with respect to reports and recommendations received from such inspections.

8.03 *Internal Health & Safety Program*

The Center maintains an organized, comprehensive health and safety program. (Reference "Safety Policies and Procedures" Book 3.) This program provides for:

1. Designation of person(s) responsible for the health and safety program. This may be the chairperson of the Safety Committee or the entire committee if so designated.
2. Emergency Plans and Procedures
 - a. The Center maintains written emergency plans which are posted in appropriate locations in the Center and communicated to staff and supervisory personnel. The emergency plans include provisions for dealing with bomb threats, fire, medical emergencies, power failures, and natural disasters. Records document that all staff are knowledgeable of fire and emergency plans. The plans include provisions for temporary shelter and handling of evacuees.
 - b. Tests of emergency situations are conducted at least once a month. All emergency provisions of the safety plan are tested at least once per year. These provisions may include but are not limited to fire, tornado, earthquake, gas leak, power failure, bomb threat, medical emergency, chemical spill, terrorist attack, etc.
 - c. Each drill or test of emergency provisions is documented to analyze the conduct and effectiveness of the drill. Such reports are submitted to the Center Director. (*Reference: "Drills" and "Safety Policies and Procedures" Book 3.*)
 - d. The Safety Committee meets quarterly. The committee reviews all reports of incidents, illnesses, injuries, safety inspections, drills, etc. This committee is responsible for conducting documented self-inspections of the facility at least quarterly. The committee reviews the entire safety plan and program and, as appropriate, makes recommendations in writing to the Center Director. (*Reference: "Safety Policies and Procedures" Book 3.*)
 - e. All evacuation exits are properly marked in a manner appropriate to the needs of clients and staff.
 - f. The Center maintains a written medical emergency plan that is posted in the first aid room and at other appropriate locations. The purpose of the plan is to outline procedures for the procurement of medical care that is beyond the scope of basic first aid. (*Reference: "Safety Policies and Procedures" Book 3.*)

8.04 *Emergency/Crisis Procedures*

The comprehensive, detailed Center's Safety/Crisis Plan covers all crisis, disaster and

emergency situations including procedures for dealing with disruptive or violent behaviors, the presence of unauthorized, threatening persons in the Center, and emergency situations related to weather, fire, bomb threats, accidents involving hazardous materials and the like. The Plan contains procedures for notification of proper authorities, evacuation, accounting for and relocation of staff and clients. All staff receive regular and ongoing training involving the Safety/Crisis Plan and the procedures to follow in the case of crisis or emergencies. (*Reference: "Safety Policies and Procedures" and "Staff Development and Training" Book 3.*)

8.05 *Critical Incident Reporting Procedures*

The Center maintains written procedures that specify actions for the reporting and investigation of all incidents, injuries, and illnesses regardless of the need for medical treatment. (*Reference: "Incident/Accident Reports" Book 3.*) This plan provides for the following:

1. Prompt recording of the incident to the appropriate persons within the organization and prompt emergency care.
2. Recording of the essential facts surrounding the incident.
3. Review of the incident reports by the Safety Committee to formulate recommendations for improving the safety program and handling of incidents and injuries.
4. Documentation of corrective action taken, as appropriate, to implement recommendations.

8.06 *Health & Safety Training*

Training is provided by external authorities, videotapes, and internal personnel with the required competencies. (*Reference: "Staff Development and Training" Book 3.*)

The Center provides training to the appropriate staff, volunteers, interns/trainees and clients by the following safety methods:

1. Safety meetings to resolve safety issues or problems
2. Posted safety rules and practices
3. Training in techniques for fire suppression (annually)
4. Annual training of staff to deal with persons with violent, aggressive, or other unsafe behaviors (threats of homicide, suicide, or cases of abuse, etc.)
5. Training in adult CPR and basic First Aid Techniques to ensure a sufficient number of personnel is able to provide basic first aid and cardiopulmonary resuscitation (CPR) in each work or office area at all times during the routine hours of operation.
6. Training in Defensive Driving (annually)
7. Prevention and control of infectious diseases, including the Blood Borne Pathogens Exposure and Control Plan (annually).

8.07 *Smoking Products Policy*

The use of tobacco products was prohibited on the UMC Campus as of November 1, 2005. Center clients are allowed to smoke only on balconies of the 2nd (dorm) floor. (*Reference: "Rights of Persons Served" Book 5 and Client Handbook.*)

8.08 *Infection Control Policy*

The Center maintains an ongoing, organized written program for the education and training of clients, staff, volunteers, and interns/trainees in the prevention and control of infectious diseases

including, but not limited to the following: Human Immunodeficiency Virus (HIV), Staph infections, Hepatitis, Rubella, Tuberculosis, and Cytomegalovirus (CMV). Training in infectious disease prevention and/or management is conducted at least annually for staff and periodically for clients. Every client receives information and signs the "Universal Precautions" form at intake. (Reference: "Health Policies and Procedures" and "Rights of Persons Served" Book 5.)

8.09 Emergency Medical Information

The Center keeps medical information on all current staff and clients which contains the basic information that would be needed in an emergency situation. This medical information is in a notebook, which is easily accessible so that it can be removed in case of building evacuation.

8.10 Medication Monitoring Policy

When necessary, the Center is responsible for the monitoring, handling, storage, and disposal of oral and injectable medications. Written procedures are in place for the storage and dispensing of medications. (Reference: "Health Policies and Procedures" file.) The Center Nurse supervises all activities related to the client administering and monitoring of medication. Trained staff may also utilize basic first aid supplies (i.e., burn cream, ointments, eye wash, etc.).

8.11 First Aid Room

The Center maintains a suitable first aid room that has adequate medical supplies and equipment to provide basic first aid.

8.12 Ergonomics Policy

The Center is committed to providing a safe working environment for clients and staff. A Risk Management Site Survey identifies problem areas which might cause injury and makes suggestions for improvement. The Center utilizes this information to plan improvements to the work environments: physical facility, equipment, furniture, work method, etc. (Reference: "Safety Policies and Procedures" Book 3.)

8.13 Emergency Lighting

The Center has an acceptable form of emergency lighting to ensure safe egress from the building in the event of a power failure. Safety authorities have approved the alternate emergency lighting.

8.14 Equipment Safety

Equipment used in the instructional areas by clients or staff is calibrated and maintained in accordance with the manufacturer's recommendations.

8.15 Emergency/Fire Alarm System

The Center maintains acceptable equipment for fire detection, warning, and suppression. This equipment appropriately meets the needs of the clients and staff. The emergency alarm system is inspected and approved by a fire control authority. The emergency alarm system provides for both auditory and visual alert. The emergency alarm system has an alternate or back-up power source and there is an alternate alarm system that operates in the absence of power.

8.16 *Transportation*

1. The department maintains a preventative maintenance and inspection program to ensure the safe operation of vehicles and to promote the long-term life of the vehicle. (*Reference: "Safety Policies and Procedures" Book 3*) Vehicle bodies and interiors are maintained in a manner that promotes the positive image of the MDRS transportation system. They provide an attractive, comfortable, safe, and efficient means of transportation. Vehicles are serviced and cleaned on a routine basis. Methods used to minimize breakdowns and expensive repairs and to identify when maintenance is needed include:
 - a. Weekly Vehicle Inspection
 - b. Vehicle Service History
 - c. Routine Maintenance Schedule
2. Vehicles and related auxiliary equipment meet all applicable legal requirements and are maintained in a safe and efficient condition.
3. Seat belts are used in all vehicles transporting people.
4. Each vehicle has adequate first aid supplies, and DOT approved triangle reflectors. These items are secured in a manner which prevents them from posing safety hazards to passengers.
5. The Center maintains and updates a list of all authorized drivers. Included on this list is the following information: driver's name, job title, license number, date of birth, and types of vehicles authorized to drive.
6. MDRS verifies proper licensure of drivers upon employment as part of the background check by procuring a motor vehicle report (MVR) of the driver. At least annually, the Center updates information to verify the credentials of all authorized drivers.
7. All drivers for the Center have photo identification or other type of visible identification to identify them as an authorized representative of the Center.
8. The Center provides all drivers with annual, specialized training regarding the safe operation and use of the vehicle driven. This training includes, as applicable, the movement of people and/or materials as well as the safe transportation of persons with disabilities.
9. At least annually, all vehicle operators are provided training in the handling of accidents and road emergencies. All vehicles have supplies and/or equipment to aid in the response to a road emergency. Written procedures for handling road emergencies and/or accidents are placed in accessible locations in the vehicle.
10. In the event that evidence is provided on an authorized driver regarding moving violations or hazardous driving, the Center Director determines if the driver shall continue to operate Center vehicles or if disciplinary action is to be carried out. SPB policies are applied to State employees in these circumstances. In no event is a driver who demonstrates reckless or dangerous performance allowed to drive a Center vehicle.
11. In the event that an accident occurs with a Center vehicle, the Center Director or his/her designee conducts a thorough investigation of the accident.

8.17 *Alcohol and Drug Testing Policy*

AMRC has a drug and alcohol testing policy which is designed to provide early detection and to reduce significantly or eradicate use, possession, and influence of alcohol, prohibited drugs,

ADDIE McBRYDE CENTER MANUAL

Health & Safety

Section 8

and/or other chemicals within the AMRC environment. In pursuit of such purpose, AMRC declares that the use or possession of drugs and/or alcohol or intoxication and physical influence thereof at the Center or at Center-related or sponsored activities, events, or functions is inherently detrimental to the attainment of a maximized vocational rehabilitation experience and, therefore, will not be tolerated. (*Reference: "Rights of Persons Served" Book 5.*)

SECTION 9 (1I) Human Resources**9.00 *Staffing Pattern and Back-up Plan***

The staffing pattern at the Addie McBryde Rehabilitation Center is established to meet the fluctuating service demands of clients throughout the year, except for designated holidays/closings. This necessitates flexibility of faculty who often assist in more than one area of the Center. When faculty expects to be unavailable to teach their classes, they must submit a plan for the continuation of services to clients assigned to their instructional units. Such plans can include substitution of other Center staff, use of volunteers or guest speakers, or special activities. The Center Director or appropriate supervisor reviews these plans prior to approval of the Request for Leave. For unexpected absences, the Center Director or the Program Manager temporarily assigns other qualified instructors to provide scheduled training or substitute appropriate activities so that services are not interrupted.

9.01 *Staff Qualifications*

The Department strives to employ the most qualified, competent personnel to provide rehabilitation services essential to the achievement of its stated goals. Standards for the establishment of qualifications for personnel are set from the Department by the Mississippi State Personnel Board (SPB) with comparison to appropriate qualification requirements for similar jobs in state government. All persons in a supervisory capacity are required to hold the qualifications, experience, and skill to provide sound supervision of employees.

9.02 *Background/Credentials Verification Policy*

The credentials and qualifications of persons hired for state service positions are verified by the SPB. The department's HRD also does an investigative background check on certain other information, such as driving records. Credentials and qualifications of persons employed directly by the Center may be further verified by the Center Director. Verification activities include review of official transcripts, school records, contacts with previous employers and character references or other information as needed. The Center Director or his/her designee conducts a verification of the background/credentials on any volunteer, intern and/or consultant utilized by the Center.

9.03 *Nondiscrimination Policy*

The Department maintains a policy and has procedures in place to ensure nondiscrimination in regard to employment, promotion, pay, or place of work regardless of race, creed, national origin, sex, disability, or age. (*Reference: MDRS Policy and Procedures Manual*)

9.04 *Interns/Trainees*

All interns/trainees serving at the McBryde Center meet appropriate legal requirements for the work performed as well as have a basic professional understanding of the area in which they serve. Interns/trainees are held to the same professional standards and code of conduct required for full-time employees. The Department has an ongoing, collaborative relationship with various universities and colleges to provide rehabilitation interns/trainee positions (also called "practicum" experiences) to students. Interns/trainees are coordinated through the MDRS Office of Human Resource Development (HRD).

ADDIE McBRYDE CENTER MANUAL

Human Resources

Section 9

9.05 ***Volunteers***

Any volunteer used by the Center is supervised. Volunteers are held to the same professional standards and code of conduct required for their assignment as any full-time employee. (*Reference: "Volunteer/Intern Program" Book 5.*)

9.06 ***Outside Consultants***

The Department procures the services of outside medical, psychiatric, and other experts in accordance with the fee schedule established by MDRS. These services are obtained from appropriate certified and licensed authorities or those who meet standards as established by the Department.

9.07 ***Job Descriptions***

Each staff and volunteer position has a job description that sets forth qualifications, the reporting supervisor, positions supervised, and duties, including essential job functions for the position. Job descriptions are dated, for appropriateness, and provided to the individual involved. (*Reference: Center's Personnel Files and "Volunteer/Intern Program" and "Human Resources" Book 4, Book 5.*)

9.08 ***Orientation Policy (Employees/Interns/Trainees/Volunteers)***

MDRS maintains a written policy of timely orientation of new staff members, staff moving to new positions, consultants, volunteers and interns/trainees. (*Reference: OVR/OVRB Policy and Procedures Manual; "Volunteer/Intern Program," "Human Resources" Book 4, Book 5.*) Organized documentation is maintained on orientation of staff, volunteers and interns/trainees. Any personal risk, liability, and insurance coverage are communicated to the volunteers and interns/trainees. A Checklist is used to ensure that all important information has been communicated to the individual. (*Reference: Blank Forms Book.*)

9.09 ***Personnel Policies for Employees of Addie McBryde***

MDRS has established personnel policies and procedures. (*Reference: SPB Employee Handbook, MDRS Policy and Procedures Manual.*) Each employee is given in-depth instruction in personnel policies and procedures and signs a statement verifying these procedures has been explained and are understood. All personnel are provided a copy of personnel policies/procedures. Policies are reviewed annually.

Personnel policies and procedures have been developed and implemented to clarify what the Department expects of personnel and what personnel can expect from the Department. MDRS Personnel Policies/Procedures include but are not limited to the following:

1. Employment procedures
 - a. Authority for hiring and firing
 - b. Administrative requirements
 - c. Job descriptions for each position which are provided to the employee

2. Operating policies
 - a. Probationary period
 - b. Performance appraisal

ADDIE McBRYDE CENTER MANUAL

Human Resources

Section 9

- c. Conduct and general regulations
 - d. Hours of work, holidays, vacations, leave of absences
 - e. Promotion policy
 - f. Grievance procedures
 - g. Disciplinary actions
3. Wages/Benefits
 - a. Method of payment
 - b. Fringe benefits
 - c. The Mississippi Tort Reform Act provides limited liability coverage to state service personnel acting within the scope of their duties.

The MDRS does not provide general malpractice liability insurance.

9.10 Performance Development System

The staff of the Addie McBryde Center receives a performance appraisal at least annually with a semi-annual review and feedback session in accordance with MDRS policies and procedures. The performance appraisal is conducted by the immediate supervisor. The results of performance appraisals are provided in written form and reviewed with the respective employee. Management and supervisory personnel are responsible and accountable for employee scheduling, job performance, and performance appraisal of employees.

The immediate supervisor is responsible for conducting performance appraisals on all subordinates. These results are documented, reviewed with the staff, and included in the individual's personnel file. The performance appraisal is based upon an assessment of job performance in relation to quantity and quality of work. The performance appraisal includes establishing objectives for the next rating period. (*Reference: Center's Personnel Book 7.*)

9.11 Staff Input

Opportunities for Staff to have input on personnel policy is provided through staff meetings, suggestion solicitation, and submittal of proposals to the appropriate administrative authority. State employee personnel policies are subject to the control of the SPB with the Center's personnel policies directly under the authority of the MDRS Executive Director.

9.12 Staff Development and Training

The Center Director conducts periodic assessment of the training needs of personnel and maintains a planned, scheduled in-service training program.

1. The CRP, as well as MDRS, maintains a library of relevant professional material. (*Reference: "Resource Material: Professional/ Educational" file.*)
2. Supplemental, continuing, or advanced education is provided, as appropriate to the needs of MDRS, contingent upon availability of funds.
3. The Department, with its own Program Evaluation Unit as well as other external entities and as opportunities are available, engages in appropriate rehabilitation research.
4. In-service training budgets and time allocations are established at the Department level for all personnel.

5. The Center engages in an active and ongoing process of staff development related to pertinent issues and concerns and in response to identified needs. (*Reference: "Staff Development Training" Book 4.*)

9.13 *Community Involvement*

The Center Director and staff show evidence of involvement in local, state, and national professional and/or civic and community organizations. A listing of staff involvement has been developed and is updated annually. (*Reference: "Employment and Community Services" Book 7.*)

9.14 *Staff-Client Fraternization*

In order for staff to carry out their assigned duties of training and guidance without contributing to feelings of dependence or favoritism, the staff is prohibited from fraternizing with clients on an individual or selective basis. However, staff are encouraged to participate in group activities during or after class hours.

SECTION 10 (1J) Technology***10.00 MDRS Management Information System (MIS)***

The Department provides overall technology solutions and support for the Center. This includes hardware, software, assistive technology, security, virus protection, backup and disaster recovery plan and repairs and maintenance.

10.01 Case Management Software

AACE (Accessible Automated Case Environment) provides communication, data collection, documentation and performance information via the agency network. Service requests from district counselors within the network are completed on-line.

10.02 Confidentiality of Records

The Addie McBryde Center takes all necessary actions to safeguard the use of information technology and confidential information stored and accessed on the Center's computers and the MDRS agency network. (*Reference: "Information Technology and Computers" Book 5.*)

10.03 Use of Computers

All staff are required to sign a statement regarding appropriate and ethical use of computer equipment and agency information at the time of employment.

SECTION 11 (1K) Rights***11.00 Assurance of Commitment to Rights of Persons Served***

The Addie McBryde Rehabilitation Center for the Blind is philosophically, as well as legally, committed to insuring that the rights of all its clients are fully protected. These policies and procedures are communicated to persons served, Center faculty and staff, consultants, interns/trainees, and volunteers through the Center Manual and the Client Handbook. These rights include but are not limited to the following:

1. The right to personal privacy unless the safety and welfare of the person served or others is threatened or there is a violation of state or federal law
2. The right to be treated with dignity and respect at all times
3. The right to be free from psychological and/or physical abuse in any form
4. The right to be given all appropriate information concerning service delivery and consideration for placement in the highest and most appropriate program level
5. The right to have maximum input into the delivery of services whenever possible.
6. The right to be free from financial exploitation
7. The right to have access to information in sufficient time to facilitate decision making
8. The right to access or be referred to legal entities' self -help, and or advocacy support services
9. The right to have input in composition of the service delivery team

11.01 Violations and/or Complaints

The Center uses the complaint/suggestions procedure to allow for client allegations of possible infringements of his/her rights. Whenever there is a suspected case of client abuse, neglect or exploitation, the Center staff follows procedures contained in the MDRS Policy Manual.

Any staff member who is found to have violated the rights of any person served will be appropriately disciplined under the provisions and overview of the SPB. Any violation of the rights of those served is promptly reported to the most appropriate level supervisor who is not directly involved in the violation. Failure to report a violation is a serious offense, as this implies collusion with the violation. Upon the report of a violation, a thorough investigation is undertaken within a thirty-day period. Disciplinary action, if determined appropriate, is initiated under the guidelines of the SPB.

11.02 Informed Consent

Signed informed consent is obtained from the person served prior to the implementation of any procedures that restrict or limit the rights of the person served (e.g.: removal of phone privileges, short-term suspensions, terminations). (*Reference: Blank Forms Book.*) Positive behavior modification is tried prior to the use of any restrictive procedures.

11.03 Physical/Psychological Abuse

Abuse of any individual served by a staff member is considered a serious offense. Abuse includes any type of physical abuse (including corporal punishment) and/or any psychological abuse (including humiliating, degrading, or exploiting). The party involved is subject to dismissal. In addition, any employee who has knowledge of such abuse and fails to report the abuse is subject

to disciplinary action. Any client who abuses another is subject to immediate dismissal or other disciplinary action dependent upon the circumstances.

11.04 Sexual Harassment Policy

The Department maintains a strict policy regarding the prohibition of sexual harassment in any form. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, work performance, or creates an intimidating, hostile or offensive work environment. Any report of sexual harassment is promptly investigated, and appropriate disciplinary measures taken. (*Reference: SPB State Employee Handbook and MDRS Policy Manual, "Sexual Harassment" Book 5.*)

11.05 Release of Persons Served

The Center does not release a client, who is underage, legally adjudicated as not competent or whose mental and/or intellectual condition prevents the ability to adequately represent his/her own interests, to any party other than the person's parent, spouse or legal guardian unless such parties provide written authorization to release the client to another designated individual, agency, or institutional representative.

11.06 Grievance/ Complaint Procedures

The grievance procedures for clients of the Addie McBryde Rehabilitation Center are adapted from the Hearing Policy in the Mississippi Department of Rehabilitation Services Vocational Rehabilitation/Vocational Rehabilitation for the Blind Policy Manual. This information is in the Client Handbook and is explained to all clients at the beginning of the services.

SECTION 12 (1L) Accessibility**12.00 Location of Facility**

The Center is geographically located in the central part of the state and in an area in the community that is readily accessible to clients, staff, and visitors. The facility is designed to provide adequate parking, dining areas, and other common services. Areas in the physical plant are designated for counseling, testing, instruction, training, residential and administrative services.

12.01 Accessibility Plan

The Center has a written plan for addressing barriers Identified in the following areas:

1. Attitudes - The Addie McBryde Center is committed to the removal of all attitudinal barriers to service access. Center staff, OVRB personnel, and clients are assessed regarding attitudes, including perceptions that may be in conflict with full integration of people with disabilities into the programs and services of the organization. This assessment is conducted informally throughout a client's program of services and accomplished formally via the Staffing Checklist, Exit Interview, staff meetings, and the Center's Annual Survey.
2. Architectural - At a minimum of every three (3) years, an external inspection by a competent authority (i.e., rehabilitation engineer or technology specialist) is conducted based on Americans with Disabilities Act (ADA) standards with a written report of findings. The Assistant Director for Facility Management documents through a written corrective action plan all efforts to address deficit findings. The Center Director provides a written report of actions taken to enhance architectural accessibility resulting from client input and/or general operating activities in the annual outcomes management report.
3. Transportation - The client's need for transportation services to and from the Center to enable participation in programs and services is evaluated. Transportation to the Center at the beginning of a client's program of services and to his/her home at the end of the program is arranged by the OVRB referring counselor if needed. The Center provides resources to allow clients to return home one weekend each month during their stay at the Center, and enable them to participate in necessary programs and activities. Staff communicates with the client and the district counselor to determine transportation needs.
4. Communication - The need for interpreter services and alternate media by clients, staff and other stakeholders is addressed. The Center uses testing and training materials which are readily understandable by the client. The Center has the capability to produce audio tape, Braille, and large print media as needed. If appropriate, the Center, through its referring counselors, accesses needed communication services through the MDRS Office of Assistive Technology, MDRS interpreters for the deaf, other MDRS communication specialists, and as appropriate and necessary, by the purchase of services from private sector providers and/or other governmental agencies. (*Reference: "Interagency Agreements/ Collaboration" file.*)
5. Environmental - Changing needs of the community, stakeholders, clients and staff

- are considered in planning for budget and utilization of financial resources.
6. Financial - Donations and other additional community resources are used to meet identified barriers of individual clients.
 7. Employment - Staff training and client services address the employment barriers of persons with disabilities both locally and nationally.

12.02 Measuring Accessibility

Resources for assessing accessibility include, but are not limited to:

1. MDRS Assistive Technology Staff
2. AMRC Client Management Staffings
3. AMRC Client Exit Interviews
4. AMRC Client Follow-up Survey
5. AMRC Annual Survey
6. Director/Clients Meetings

SECTION 13 (1M) Information Measurement and Management***13.00 Outcomes Measurement System***

The Center has an Outcomes Measurement System, which meets the following criteria:

1. Measures results of programs and services
2. Includes all programs
3. Includes all persons served
4. Measures regularly the progress of those being served in relation to program goals
5. Evaluates information after completion of services

The Center's Outcomes System includes the following:

1. Each program of services provided by the CRP—Personal Adjustment Training and Vocational Evaluation—has an individual Outcomes component to determine the degree to which persons served meet the goals of their individual program plans and their satisfaction with the service delivery system. (*Reference: "Outcomes Measurement System" Book 1.*)
2. The Outcomes Measurement System has in written form for both Personal Adjustment Training services and Vocational Evaluation services entrance criteria, a listing of services, measurable objectives, specification of the time each measure is applied, measures of effectiveness and efficiency, and measures of satisfaction of persons served with the program. (*Reference: Center Manual and "Outcomes Measurement System" Book 1.*)

The System tracks at least the following:

1. Caseload characteristics (diagnoses and incidence of secondary disabilities)
2. Services received
3. Dates of services (entrance and exit)
4. Outcomes of services provided by each program

Outcomes management reports include the following:

1. Measures of effectiveness
2. Measures of efficiency
3. Measures of satisfaction of persons served with the programs
4. Characteristics of the persons served
5. Interpretation of the results through a narrative report
6. Actions taken or planned to improve performance.

Information generated by the Outcomes System is made available to appropriate levels of management. Information is analyzed, interpreted, and used to provide the basis for the development of an annual, comprehensive report that assesses all programs operated by the Center. Such information is used by management to maintain, modify, or improve individual programs.

The Outcomes System structure includes the following:

1. A mechanism to identify performances less than acceptable
2. When performance is less than acceptable, reasons are noted and identified
3. Management action taken to improve performance to an acceptable level
4. Follow-up and monitoring of corrective action that takes place at specific times with

results documented

There is evidence that Outcomes information is utilized at every level of the Center to continually improve services.

Incorporated into the Annual Management Report is a review of the Outcomes System by the Center to analyze the nature of the caseload. This review includes the following:

1. The consideration of the appropriateness of the caseload for the intensity and type of services provided
2. The determination as to whether changes in characteristics of the persons served indicate a need for program modification or expansion.

Following the reporting period, Outcomes information is disseminated in an understandable fashion to the Department administrative staff, the Governing Authority, Center staff, and the Center's public including persons served, contributors, supporters, referring counselors, and others.

The Center portrays itself in a manner, which is accurate and valid. The information is consistent with results shown in the Center's Outcomes System.

An ongoing review of the effectiveness of the Center is undertaken by the Center Director through the Outcomes Measurement System.

The Center provides for a continuous review of the Outcomes Measurement System and its adequacy. (*Reference: "Outcomes Management System" Book 1.*) This review ensures that:

1. Formal reviews take place on an annual basis
2. Center staff and the persons served have an opportunity to recommend or make modifications
3. A determination of the efficiency of the Outcomes System is documented

13.01 Confidential Records

Examples of confidential records include, but are not limited to, client files, performance appraisal information on individual employees, employee reprimands/commendations, personnel and training records, I-9 information, and accounting and budget information.

13.02 Records Protection Policy

The Addie McBryde Center takes precautions to protect all confidential administrative and case records by the following steps:

1. Access to confidential records is limited to the Center Director, the Assistant Center Director, the Program Manager designated to monitor the client's progress, and the office administrative assistant assigned to maintain client files.
2. The Addie McBryde Center maintains a policy for persons being served to access his/her record. Anyone desiring part or all of his or her record needs to inform the Center Program Manager of this. The Program Manager will review the record, and, in the normal course of events, will inform the Center Director of this fact and release the records. Under federal law, certain rare circumstances may trigger a medical

professional or legal review. If this is the case, the person being served or their representative will be informed of this, and the review will take place as quickly as possible.

3. A generally accepted filing system for such records is maintained at all times.
4. A check in/check out system for all files and records is maintained when files are removed from the area where files are kept. A staff person in the area where such records are kept is designated as responsible for control and accounting for such records.
5. During the workday, all records are kept in the Center Admin office in metal files or storage cabinets with reasonable protection against fire, water damage, and other hazards taken.
6. MDRS network back up on the server and hard copies are retained for all electronic records to ensure protection of such records against loss.

13.03 Records Retention/Disposal Policy

All confidential administrative and case records are kept for a minimum of three years with the exception of certain accounting records which are retained indefinitely. (*Reference: OVR/OVRB Policy and Procedures Manual.*)

13.04 Personnel File Contents

Each Center employee has a permanent personnel file to retain the employment application, job description (may include a Job Content Questionnaire), verification of credentials, performance appraisals, payroll deductions, salary, and position changes, etc. The official records for State Service Personnel are maintained at the MDRS central office. A supplemental personnel file is maintained at the Center and includes copies of annual performance appraisals and feedback, attendance/leave information, flex time forms and job description.

13.05 Retention of Referral Information

If a client does not report on the scheduled admission date, the referring counselor is notified in writing immediately. If the client is not rescheduled for entry, the Center retains the referral information in a "No Show" file.

13.06 Disclosure of Confidential Client Information

See the OVR/OVRB Policy and Procedures Manual.

13.07 Single Case Record

Each client has a hard copy individual case file. During their stay at the Center, the Center Nurse maintains a separate medical file. Upon completion of the program of services, the medical file is combined with the case file. Records are clear, complete and current. Reports are objective and distinguish fact from opinion. Records confirm in writing that all recommended and planned services have been carried out or there is documentation as to reason not completed.

13.08 Organization of Material in Case Record

The client record is divided into four sections. After the initial referral information, all subsequent information is filed in inverse chronological order based on date of receipt.

Section One contains the original referral documents, including: initial referral material

and the client data sheet.

Section Two contains general information originated at intake and while the client is in the Center, including the following forms: Initial Intake, Orientation Checklist, Fire Exit, Picture Release, Permission to Leave the Center (if applicable), IAP and/or IVEP, Counselor Correspondence, Cane/Noir, Informed Consent, Alcohol and Drug Testing, Service Notes, and all correspondence concerning the client including any received from the district counselor.

Section Three covers information obtained at exit as well as certain supplemental services provided by the Center. This information includes Exit Interview, and, if applicable, Psychiatric Case Notes, Medical Consent Form and medical records.

Section Four contains all Center generated reports and includes: Psychological Reports, Vocational Evaluation Report, Instructors' Reports, and Staffing Checklist.

When a client has exited from the Center, Sections One and Two are placed together on the left side of the file with a colored section divider between the two sections. Sections Three and Four are placed together on the right side of the file with a colored section divider between each section.

13.09 Case Record Requirements

A case file should include the following:

1. Case identification data
2. Name and address of client's guardian, if appropriate
3. Pertinent history, diagnosis of disability, limitations, special needs (e.g., communication), and desired outcomes/expectations
4. Prescribed medications, the name of the prescribing physician and other relevant medical information
5. Reports of initial and ongoing assessments
6. Reports from referring sources
7. Reports from outside consultants
8. Designation of program manager
9. Evidence of the direct involvement of the person served in the decision making process related to his/her program.
10. Reports of staff conferences and, if held, family conferences
11. Client's individual PAT objectives for each instructional area
12. Progress reports from each service area (signed and dated)
13. Pertinent correspondence
14. Release forms
15. Exit interview
16. Follow-up reports

In addition to the above, for clients who receive Vocational Evaluation services, case records will include the following:

1. Potential employment goals
2. IVEP (Individualized Vocational Evaluation Plan)
3. Documentation of evaluation results that pertain to work tolerance (physical/mental tolerance, persistence in work/physical activity).

13.10 Case Recording

All files are kept current. Information is recorded within 48 hours of the event and exit reports within ten working days following termination/completion of program. Individual instructional areas may maintain work sheets pertinent to that area to record information. However this does not replace the main case record. These work sheets are secured to protect the confidentiality of the information.

13.11 Signature Policy

Entries in the Service Notes are signed with the person's first initial and last name. All formal reports and official outgoing correspondence include full signature.

13.12 Case Review (Quality Assurance)

The Center provides a bi-annual internal quality assurance and record keeping review of client files. The Center Director performs the quality assurance analysis and provides a written report. A representative sampling is reviewed. This sampling is taken from cases that were active and/or closed during the period being reviewed. Results of findings are shared with members of the psychosocial committee.

The Center Director is responsible for the case reviews and provides reports of the findings with recommendations for improvement. Upon approval any corrective action(s) will be initiated as indicated by the report. The review of case quality assesses the following:

1. Each service began at the appropriate time
2. Appropriate services were provided for an adequate duration
3. Appropriate goals were stated for each service
4. Services produced the desired results in terms of program goals and the needs and preferences of the individual
5. The person served participated in program planning
6. All required and appropriate documents are contained in the file

SECTION 14 (1N) Performance Improvements

Various management records and reports generated by the Center are used to guide the operation, support the assessment and improvement in quality of services, measure and communicate performance, and reflect the current status of the Center.

The Center Director presents and interprets operating reports, including those reflecting the efficiency and effectiveness of the Center. These reports include, but are not limited to, the following:

1. Annual Outcomes Management Report
2. Outcome Measurement System Results
3. Financial Statements
4. Strategic Management Plan Reports
5. Personnel Reports
6. Program Quality Assessment
7. Monthly Reports

These results are supplied to the McBryde Governing Authority and to the OVRB Director who presents them to the MDRS Executive Director. These presentations provide an opportunity for policy and operational review, analysis, and action.

The Center Director analyzes management reports and compares performance against budgetary, administrative, and professional standards. In addition, the Center Director analyzes the extent to which the Center's goals and objectives are being attained. The results of these activities are used by the Center Director to initiate appropriate preventive, pro-active, or corrective measures.

SECTION 15 (10) Client Services**15.00 GENERAL SERVICE INFORMATION**

The information in the following section contains procedures that are common to each of the primary service areas of the Center – Personal Adjustment Training, Vocational Evaluation, and Low Vision.

A. Referrals

Service requests are submitted to the Center via AACE (the Automated Accessible Case Environment) electronic local area network of MDRS. Some outside third-party sources continue to utilize the AMRC-01 paper form. The Center Director sets the entry date. The VRB/IL counselor or third-party sponsor provides copies of the following information when making a service request from the Center:

1. Medical information including an eye report, general medical, psychiatric, and/or psychological reports pertinent to the individual client. In some cases the Center may require more recent and/or detailed information than the counselor has required to establish eligibility. This information may be needed to determine a client's ability to benefit and participate in a residential program and ensures that the client and others are not jeopardized by being placed in an inappropriate assessment or class assignment.
2. School records, including IEP for all Transition Students, if available.
3. Previous vocational evaluation and/or work adjustment reports if available.

B. Re-referrals

If a counselor refers a former client to the Center for additional services, the counselor submits a NEW service request stating the services the client currently needs and explaining why the counselor feels the client should return, including any changes which might affect the plan for services.

The counselor's request is staffed, and the previous case file will be the case of record for the Center's filing purposes.

Prior to setting entry date, all referral information is reviewed to see if it is adequate to determine appropriate services for the client. The Center Director, the Center Nurse, Medical and Psychiatric consultants and others, as necessary, may all be involved in the decision when questions arise. The responsibility for determining appropriateness of referrals lies with the Center Director. Records of the pre-entry procedures are maintained in the client's file and include the following:

1. Date of service request and review of materials
2. Entry date of client if accepted or, if not accepted, the reason
3. Designation of a Center Program Manager

The counselor is notified of the scheduled entrance date, services planned and the client's Center Program Manager by way of the "Counselor Correspondence Form." (*Reference: Blank Forms Book.*) If, considering the client's disabilities the Center needs more

information than provided, a meeting with the client prior to a decision on entrance may be suggested.

C. Order of Acceptance Policy

For MDRS clients the acceptance policy of the Addie McBryde Rehabilitation Center for the Blind is first referred, first accepted. This policy also applies in times when a waiting list is in use. Administrative staff of the Center reserves the right to exercise judgment regarding acceptance based on special circumstances and client's need. In the event of a backlog, clients will be scheduled in the order received.

D. Reentry Policy

Terminated clients seeking re-entry to the Center are considered as a standard referral.

E. Reorientation Policy

It is the policy of the Addie McBryde Center that any client participating in our program for more than twelve (12) months will be reoriented and his/her rights will be discussed.

F. Ineligible Individuals

If a person is determined ineligible for services at the time of referral or any other point during his/her stay at the Center, the client and/or the referring counselor is informed of the reason. If possible, appropriate recommendation for referral is made to other community services. Records are kept on these individuals indicating the following:

1. Reason for ineligibility
2. Action taken
3. Contact person
4. Outcome of recommendation

At least annually, an analysis of trends in ineligible cases is conducted with resulting information incorporated into the Center's planning activities. (*Reference: "Ineligible Individuals" file.*)

G. Orientation Policy for Clients

All information provided to the client is communicated in terms he/she can understand, using modes of communication that are appropriate to the individual client. On the first day at the Center, clients are given an orientation to the Center services, and what to expect during his/her stay. The Client Handbook is explained in detail to the client by the Program Manager who also ensures that the client has a personal copy of this handbook. (This handbook is available in regular print, large print, Braille and audio-cassette). The client is also given a tour of the Center to familiarize him/her with the staff and the physical layout of the facility. Clients are not placed in class assignments until the orientation has been completed. An audiocassette containing the Client Handbook and a brief orientation to the Center is available from the Dormitory Supervisor on duty or the Techniques of Daily Living instructor. It is made available to day students, as needed, to review the layout of classrooms and other student areas within the Center.

H. Client Handbook

The Center distributes—in appropriate alternate format—and explains the Client

Handbook to all clients. Information in the Client Handbook includes:

1. The responsibilities of the Center and the client
2. Rules and regulations
3. Nondiscrimination provisions
4. Grievance and appeal provisions
5. Human Rights provisions
6. Services provided at the Center
7. Policies regarding re-entry into the program

I. Intake Interview

The client participates in an intake interview conducted by the Program Manager. The intake interview includes a discussion of:

1. The mission, programs, and services of the Center
2. The process for the development of program goals and the active participation of the persons served in goal setting and individual planning
3. A list of the rights and responsibilities of the persons served, corresponding grievance and appeal procedures, and any restrictive procedures that may be used
4. The identification of the individual responsible for coordinating services and a description of the role of this individual (the Center Program Manager).
5. Clients of MDRS are informed that they have no financial obligation for services provided by the CRP.

The client signs the statement of understanding at the end of the Client Initial Intake Form. (*Reference: Blank Forms Book.*) The referring counselor is notified that the client has entered as scheduled.

Whenever possible the client's family or client representative is invited to participate in the orientation/rehabilitation process. The referring counselor ascertains if the client wishes this participation.

J. Individual Program Planning Policy

After entry into the Center, staff reviews all the referral and intake information and makes recommendations regarding the individual's program needs. The client and his/her Program Manager work together to develop an individual program focusing on the client's expectations and desired outcomes.

When appropriate, the client's family or significant others are involved. The focus of the program is on integrating the individual into the community through increased independence and skills. Both the Program Manager and client sign the program. Personal Adjustment Training Instructors and others who have responsibility for implementing parts of the program sign off indicating awareness of their responsibilities. The individualized program is reviewed at least monthly and modified as needed.

The person served is actively involved in the individual planning process and has a major role in determining the direction of his/her individual plan.

All services provided are related to the individual's goals. Each plan is based on the client's specific and unique needs. This plan contains the following:

1. Individual client preferences and choices
2. Services to be provided
3. Specific service goals and objectives
4. Time intervals at which service outcomes will be reviewed
5. Anticipated time frames for the accomplishment of the individual's goals
6. Measures and procedures to assess outcomes (Individual Functional Assessment)
7. Person responsible for implementation of the plan (Center Program Manager)
8. Special needs (e.g., assistive technology, sign/foreign language interpreter, Alcoholics Anonymous participation, Mental Health counseling, etc.)

K. Program Manager

Each client is assigned to a single Program Manager who is a member of the Psychosocial Team. The Program Manager is responsible for the client during the implementation of his/her plan. The Program Manager ensures the individual is adequately oriented to, and actively participates in, discussions of plans, goals, and status of his/her program on an on-going basis. Program Managers ensure that the client's program proceeds in an effective manner toward the goals and that all planned services are provided. The Program Manager promotes the program's responsiveness to the strengths, abilities, needs and preferences of the client and attends conferences about the client to ensure proper decisions are made regarding program continuation, termination, follow-up, etc. The Program Manager serves as the primary liaison with referring counselors, family members and significant others.

L. Assistive Technology

In order to maximize the client's performance, adaptive measures are used whenever possible with individuals having sensory, physical, communication, or other functional limitations which might otherwise present barriers. The client's assistive technology/reasonable accommodation needs are considered from the time the referral information is received throughout the client's entire program (Vocational Evaluation and/or Personal Adjustment Training). Equipment modifications and other techniques are used to provide reasonable accommodations to assist in maximizing the productive capacity of the client. The Center's assistive technology resources through the Low Vision Evaluation and the MDRS Office of Assistive Technology are utilized to address these areas as appropriate to the needs of the client and Center. (*Reference: Section 8.03 of the Center Manual.*)

M. Behavior Management Policy and Procedures

It is the policy of the Center to use positive interventions prior to the use of restrictive procedures. In the event that unacceptable behavior (including but not limited to engaging in sexual intercourse and/or sexual penetration as defined in Miss. Code Ann. § 97-3-97(a)) is displayed by a client, an analysis, either formal or informal, is completed by Center staff to determine if any environmental factors may have caused or reinforced such behavior. If environmental factors are determined to be involved, the staff implements appropriate positive measures to modify or restructure the environmental influences in order to reduce or eliminate the behavior.

1. In the event the unacceptable behavior continues after efforts are made to restructure

or change the environment, the next step is to implement positive counseling and/or other positive behavioral modification techniques including positive reinforcement to alter, reduce, or eliminate the undesirable behavior. These behavioral techniques and efforts become a component of the individual program plan.

2. Only after extensive counseling and/or behavioral management techniques fail to produce a change of the behavior, will the staff employ appropriate restrictive procedures.
3. Allowable restrictive procedures may include time-out (not to exceed a 30-minute period) and suspension (not to exceed 3 days). The area chosen for timeout (usually a client's dorm room) is well lit, ventilated, and does not present an environment of total seclusion from visual or auditory feedback. During time-out procedures, a staff member checks on or monitors the status of the person served every fifteen (15) minutes. If at any point the client is deemed to need counseling, time-out is terminated and counseling is provided. If time-out procedures do not effectively alter, reduce or eliminate undesirable behavior then suspension from the program is implemented.
4. In all cases where restrictive procedures are under consideration, the staff only implements such actions after clearly explaining the procedures to the client and/or, as applicable, his/her representative. The person served is requested to sign an Informed Consent Form to acknowledge that he/she understands the restrictive procedures that are being put in place. This Form is then attached to the individualized program plan.
5. Failure to change the behavior is reason for termination from the program. The termination occurs only after extensive and graduated steps of environmental change or counseling procedures are found to be ineffective in stopping the behavior.

N. Referrals for Additional Services

Outside services are obtained that meet the individual needs of the client. These are coordinated with the Center's program of services. (*Reference: "Clients Referred for Concurrent Ancillary Services" file.*) Records of persons referred are kept and contain at least the following information:

1. Place referred
2. Date
3. Reason for referral
4. Contact person

O. Termination Procedures

Termination planning begins early in the program and involves the person served, all professional staff, and resource personnel contributing to the person's program. All parties involved receive ample notice concerning the termination decision. The client is provided an exit conference and completes an Exit Interview Form. (*Reference: Blank Forms Book.*) This form includes the following information:

1. Reason for termination
2. Any recommended referral action
3. Date of termination
4. Satisfaction with services provided while at the Center

P. Follow-Up

A follow-up is done on all clients to determine to what degree the person's program was successful, whether the services provided were optimal, and if further services are required. Documentation of measurable satisfaction of the person served is obtained through the follow-up process. This information is incorporated into the Outcomes Measurement System. Contact is made regarding every client within ninety working days after his/her closure date. This contact may be by telephone, letter, or in person. The client is contacted directly by the Center or the referring counselor or an OVRB Itinerant Teacher may assist in obtaining the follow-up information. The follow-up information is maintained in the Assistant Center Director's office.

15.01 Personal Adjustment Training (PAT) Services

Personal Adjustment Training is an array of services provided directly at the Addie McBryde Center and through linkage with other resources in the community which takes into consideration the needs of the individual served and that person's family, the informed choices of the individual, and the unique socioeconomic and cultural needs of those served. PAT services result in increased inclusion in community activities, increased or maintained ability to perform activities of daily living, and increased self-direction, self-determination, self-reliance, and self-esteem.

A. PAT Admission Criteria

The requirements for entrance to personal adjustment training services are as follows:

1. Has VR/VRB or other 3rd party sponsorship
2. Is at least 16 years of age
3. Has prior medical and/or psychological evaluation appropriate to disabling condition(s)
4. Is not dangerous to self and/or others
5. Is free of any acute medical and or psychological conditions
6. Is able to care for his/her own personal needs
7. Has specifically identified functional limitations to independence and/or employment that requires PAT services

B. PAT Services

PAT makes provision for but is not limited to the following:

1. Instruction in Techniques of Daily Living
2. Instruction in Personal Management (planning, shopping, preparing meals)
3. Communication Activities including skills such as time, telephone and money management
4. Functional literacy skills, including Braille
5. Education and Training Activities
6. Access to governmental and community services (including SSI/SSDI and other benefits)
7. Development of work attitudes and vocational pursuits
8. Adjustment to blindness, including building self-esteem.
9. Orientation, Mobility, and transportation skills
10. Assistive technology, including computer training
11. Keyboarding skills

12. Leisure or Recreation
13. Health and wellness promotion
14. Specialized communication services for individuals with dual sensory impairments

It is not required that every person served receives all the services available. Each individual receives those services that will help meet his/her goals. The time spent in adjustment services is based on the time necessary to accomplish the individual's goals. The progress of each client is monitored by the Program Manager to ensure timely progress.

C. PAT Techniques

The provision of PAT services is based on the individual client's needs and choices. They are documented in such a way that uniform application is ensured. This includes a curriculum guide and specific instructional methods. (*Reference: PAT Curricula Book.*) Examples of adjustment techniques include, but are not limited to, the following:

1. Classroom Instructional Activities
2. One-on-one contacts with program manager and other staff
3. Individual/Group activities, including community outings
4. Guest Speakers

D. Individualized Personal Adjustment Training Plan (IAP)

Each client participates in the development of his/her individual adjustment plan. The plan is based on consideration of the individual's goals, strengths, capabilities, and preferences and is relevant to maximum participation in environments of their choice. The IAP includes the following:

1. Objectives (stated in observable, measurable terms) which are considered necessary to attain the person's vocational objectives
2. Statements of expected outcomes
3. Time intervals for achieving outcomes
4. Assignments or specific instructional techniques and methods consistent with the adjustment goals
5. Identification of specialized needs and/or services
6. Specific persons to be involved in the plan and evidence that these individuals are aware of their role in the plan (their signature or initials suffice for documentation)
7. Reviews to be conducted at least monthly with modifications made as necessary

E. PAT Progress Staffings and Reports

Staffings are held at least monthly. Attendance at this staffing includes the person served, those instructors involved in the person's program of services, the person's Program Manager and the Vocational Evaluator, if appropriate. These staffings address the client's progress toward his/her program objectives, point out any amendments necessary, and justify recommendations regarding continuation of his/her program. A separate memo is not required to document staffings, but staffing information is included in the progress report to the referring counselor. (*Reference: Blank Forms Book.*) This report is to be completed and disseminated to the appropriate parties within 10 working days following a staffing.

F. PAT Final Staffing

A staffing is held prior to the completion of PAT services. This staffing addresses the results of PAT services and provides recommendations for the future (i.e., information about other agencies or services and specific information about equipment that may be beneficial for the individual). If the referring counselor is not present, a copy of the original Counselor Correspondence Form is sent to the referring counselor notifying date of termination.

G. PAT Exit Criteria

A client may exit PAT services for any one of the following reasons:

1. Completion of all the goals on the IAP
2. Entrance into employment
3. Entrance into training (College or Skills training)
4. Client exits the program of his/her own accord prior to completion of the IAP
5. Client fails to carry out his/her assigned responsibilities in the IAP
6. Client develops an acute medical and/or psychological condition
7. Client develops behaviors that pose a danger to self or others

15.02 Comprehensive Vocational Evaluation Services

Vocational Evaluation is a comprehensive process that systematically utilizes formal testing instruments for assessment and vocational exploration. The purpose is to assist the person with vocational development leading to employment options. Vocational Evaluation incorporates medical, psychological, social, vocational, cultural, assistive technology, and economic data into the process of evaluation.

A. Vocational Evaluation Admission Criteria

The requirements for Vocational Evaluation are as follows:

1. Client has VR/VRB or 3rd party sponsorship
2. Is at least 16 years of age
3. Has prior medical evaluation appropriate to disabling condition(s)
4. Is free of any acute medical and/or psychological conditions
5. Is not dangerous to self and/or others
6. Is able to care for personal needs
7. Vocational potential is uncertain
8. Adjustment service needs have not been determined

B. Vocational Evaluation Services

Services are comprehensive and assess information about the following:

1. Physical and psychomotor capacities and limitations
2. Cognitive functioning
3. Social, personal, and work-related behaviors
4. Interests, attitudes, career aspirations, and knowledge of occupational information
5. Personal, social, and work histories
6. Aptitudes
7. Achievements (e.g., educational and vocational)
8. Job seeking and retention skills
9. Identification of work and non-work related needs

10. Possible employment objectives
11. Ability to learn about self as a result of the information obtained from evaluation
12. Learning style (including ability to understand, recall, and respond to various types of instruction)
13. Transferable skills
14. Environmental conditions
15. Assistive technology and reasonable accommodations
16. Community and employment supports
17. Independent living skills
18. Mode of communication

The program has the capacity to assess all of the above but does not assess every person's functioning in each of these areas. The needs of the person served dictate the areas in which assessment is done.

C. Vocational Evaluation Techniques

A variety of tasks are utilized to ensure the evaluation needs of the client are met. Vocational evaluation services draw on one or more of the following techniques based on the specific abilities and needs of the persons served:

1. Psychometrics
2. Work samples
3. Situational assessment (if needed)

The area set aside for Vocational Evaluation is designed with sufficient space for these activities. The use of specific instruments is based on the individual client's needs, interests, and capacities. All diagnostic and technical data are supplemented with personal interviews and behavioral observations. Time frames for the evaluation of a client are determined by the individual needs of the client.

D. Individualized Vocational Evaluation Plan (IVEP)

Each client shall participate in the development of his/her Individualized Evaluation Plan (IVEP). For clients who are also receiving Personal Adjustment Training services, the IVEP is considered an addendum to the Individualized Adjustment Plan (IAP). Any assessment plan is based on the referral information, intake interview, questions asked by the referral source, stated purpose of the evaluation, and the individual's interests and capabilities. The plan:

1. Identifies specific questions to be answered in evaluation
2. Specifies what accommodations are utilized including assistive technology
3. Specifies the individuals to be involved in carrying out the plan with evidence of their participation (signatures will suffice for this)
4. Is modified if necessary

E. Vocational Evaluator Participation in Monthly Client Staffing

For clients in PAT, the vocational evaluator attends the initial or evaluation staffing to provide recommendations and information to instructors. The evaluator also meets with instructors separately on an as need basis to assist in planning for individualized approaches which take into consideration learning styles and special needs of the client.

F. Vocational Evaluation Summary

A meeting is held with the client prior to the completion of evaluation. The meeting is attended by the Vocational Evaluator and person served if the individual has received only Vocational Evaluation. This meeting addresses the preliminary results of the evaluation and any recommendations for further services.

G. Vocational Evaluation Report

The Evaluation Report is completed, disseminated and properly interpreted to the client/district counselor in a reasonable amount of time (20 working days) following the completion of the evaluation. A cover letter is sent to the referring counselor stating the date the meeting was held, persons present, barriers to employment, recommendations (including vocational goal, if appropriate), and starting dates of any new services. The evaluator has 20 working days from the client's exit date in which to complete and disseminate the report.

Any possible vocational goals are expressed in terms of D.O.T. job titles / families when vocational goals are not found, non-vocational goals are specified and related to resources available in the community.

H. Vocational Evaluation Exit Criteria

A client exits the evaluation services unit for any of the following reasons:

1. All the questions contained in the IVEP are completely addressed or answered
2. Vocational potential and direction is determined
3. Lack of vocational potential is determined
4. Client exits program of his/her own accord prior to termination and/or completion of the IVEP
5. Client fails to carry out his/her assigned responsibilities in the IVEP
6. Client develops an acute medical and/or psychological condition
7. Client develops behaviors that pose a danger to self or others

15.03 Low Vision Services

The Low Vision Program at the Addie McBryde Center was developed to allow persons with significant visual loss to be evaluated to determine if aids, appliances, devices, or equipment exists that will enhance their ability to confidently and independently pursue their careers and private lives.

Technology is available in many forms, ranging from various types of magnifiers, lamps, to high-tech items and closed-circuit television reading systems and specially modified computer systems. When it is determined that a client will need computer equipment, the program manager contacts the district counselor for referral to MDRS Office of Assistive Technology.

A. Low Vision Admission Criteria

To receive Low-Vision services, a client must:

1. Have VR/VRB or 3rd party sponsorship
2. Be at least 16 years of age
3. Have specific request for low vision services by the referral source

B. Low Vision Services and Techniques

Evaluation/Assessment: This service includes an assessment of the person's ability to use and benefit from equipment by hands-on demonstrations and try-outs of a broad array of devices such as magnifiers, and closed-circuit television devices.

Limited training is provided in the use of assistive devices. If it is determined that a client could benefit from in-depth training in the use of a computer, such recommendation will be made to the referring counselor, who, at his/her discretion, will make arrangements for an assistive technology evaluation through the MDRS Office of Assistive Technology. Center staff also provides demonstrations to various MDRS personnel and other service providers as requested.

C. Low Vision Reports

Reports generated by the Low Vision specialist to referring counselors include equipment recommendations, justification, prices, vendors, etc. Reports are completed within 10 working days after completion of an evaluation. When appropriate, recommendations of low vision evaluations are incorporated into the individualized programs of services for Center clients.

D. Low Vision Exit Criteria

A client may exit from the Low Vision services unit for any of the following reasons:

1. All the questions contained in the original referral and request for evaluation are addressed or answered
2. Equipment or device needs are determined
3. Client exits program of his/her own accord prior to completion of the evaluation; client refuses to participate or is unable to keep scheduled evaluation appointment

15.04 Additional "Special" Services

The Center offers the following additional "special" services on an adjusted per diem when space and schedule permits to clients of the MDRS Independent Living Program for the Older Blind and third-party payers:

1. On-site orientation and mobility at the individual's workplace.
2. Computer training in specific skill areas such as E-mail, Internet use, etc.

APPENDIX A

Accessibility Reports
Action Taken From Stakeholders Input
Annual Survey
Budget
Cash Management Policies
Client Group Meeting/Training/Activities
Client/Director Meetings
Clients Referred for Concurrent Ancillary Services
Code of Ethics / Our Mission Statement
Community Involvement (Clients)
Consultants / Referral Resources
Daily Maintenance on Building
Dietary Procedures
Donations / Contributions Lions Club/Other
Dorm Supervisors
Drills
Employee Handbook and Standards of Conduct
External Inspection
Facility Advisory Committee
Fee for Service Schedule
Governing Authority
Guidelines on Legal Issues
Health Policies and Procedures
Human Resources
Incident / Accident Reports
Ineligible Individuals
Interagency Agreement / Collaboration
Letters of Acknowledgement to Referral Sources
Letters of Appreciation Clients and Staff
MDRS—Board Members
Monthly Reports
Outcomes Measurement System
Psychosocial Meeting Minutes and Staffing Schedule
Public Information and Outreach
Public Meetings for State Plans
Quality Assurance
Resource Material: Professional / Education
Rights of Persons Served
Safety Policies and Procedures
Staff Development/Training
Staff Meeting Minutes
Staff Outreach
Strategic Management Plans

ADDIE McBRYDE CENTER MANUAL

CARF Documentation

Appendix A

Technology and Computers
Volunteer / Intern Program

Supplemental Documentation / Resources

Addie McBryde Center Manual
Addie McBryde Center Personnel Files
Executive Memoranda File
MDRS / HRD Policies Notebook
OVR / OVRB Policy and Procedures Manual
State Personnel Board (SPB) Employee Handbook

APPENDIX B*Code of Ethics***1. MORAL AND ETHICAL STANDARDS**

The employees of Addie McBryde Rehabilitation Center and the members of the Addie McBryde Rehabilitation Center governance authority shall behave in a moral and ethical manner in the conduct of their specific roles.

2. BUSINESS / FINANCIAL STANDARDS

The Addie McBryde Center shall conduct its business/financial practices in an ethical manner, in keeping with generally accepted business/financial principles.

3. MARKETING STANDARDS

The Addie McBryde Center shall conduct its marketing activities in a moral and ethical manner. Public information and outreach activities shall be honest, accurate, and positive in the depiction of individuals with disabilities.

4. TREATMENT OF THE PERSONS SERVED AND OTHER COMMUNITY MEMBERS

The employees of Addie McBryde Center shall respect the dignity and worth of all individuals with whom they work. The primary ethical obligation of Addie McBryde Center employees is to their consumers; or those persons who are directly receiving their services. Addie McBryde employees will endeavor at all times to protect each consumer's welfare and to place this interest above their own.

5. PROFESSIONAL RELATIONSHIPS

Interpersonal cooperative relationships shall be seen as vital in achieving optimum benefits for consumers. Professionals shall respect the value and roles of professionals and staff in other disciplines and act with integrity in their relationships with professional colleagues, organizations, agencies, referral sources and related disciplines.

6. CONFIDENTIALITY

The employees of Addie McBryde Center shall respect the confidentiality of information obtained from consumers in the course of their work.

7. WITNESSING OF DOCUMENTS

The employees of Addie McBryde Center are prohibited from serving as a witness on legal documents for clients. This should be completed by family or the client's representative.

8. NO REPRISAL FOR WHISTLEBLOWING

There will be no adverse consequences to employees for reporting alleged violations to the code of ethics.

INDEX

Accessibility, 28
Additional “Special” Services, 54
Administrative Agency, 3
Alcohol and Drug Testing Policy, 19
AMRC Mission Statement, 1
Annual Fiscal Report, 12
APPENDIX A, 47
APPENDIX B, 49
Assistive Technology, 39
Assurances/Principles, 1
Background/Credentials Verification Policy, 21
Behavior Management Policy and Procedures, 39
Budget, 12
Case Record Requirements, 33
Case Recording, 34
Case Review (Quality Assurance), 34
Cash Management Policy, 12
Client Handbook, 37
Code of Ethics, 49
Code of Ethics and Ethical Violations, 1
Community Involvement, 24
Comprehensive Vocational Evaluation Services, 43
Confidential Records, 31
Consumer Based Planning, 7
Critical Incident Reporting Procedures, 17
Disclosure of Confidential Client Information, 32
Donations Policy, 11
Emergency Lighting, 18
Emergency Medical Information, 18
Emergency/Crisis Procedures, 16
Emergency/Fire Alarm System, 18
Equipment Safety, 18
Ergonomics Policy, 18
External Audit, 12
External Safety Inspections, 15
Facility Advisory Committee, 8
Fee Splitting Policy, 11
Financial Planning and Management, 11
Financial Records, 11
First Aid Room, 18
Fiscal Management, 11
Follow-Up, 41
Funding, 11

General Service Information, 36
Governing Authority, 3
Health & Safety Training, 17
Individual Program Planning Policy, 38
Individualized Personal Adjustment Training Plan (IAP), 42
Individualized Vocational Evaluation Plan (IVEP), 44
Ineligible Individuals, 38
Infection Control Policy, 17
Input from Persons Served, 7
Insurance, 11, 14
Intake Interview, 38
Internal Health & Safety Program, 16
Interns/Trainees, 21
Job Descriptions, 22
Leadership, 1
Legal Requirements and Legal Issues, 10
Low Vision Admission Criteria, 45
Low Vision Exit Criteria, 46
Low Vision Reports, 46
Low Vision Services, 45
Low Vision Services and Techniques, 46
Management Information System, 25
MDRS Mission Statement, 1
Medication Monitoring Policy, 18
Nondiscrimination Policy, 21
Order of Acceptance Policy, 37
Organization of Material in Case Record, 32
Organizational Chart, 4
Organizational Structure, 3
Orientation Policy (Employees/Interns/Trainees/Volunteers), 22
Orientation Policy for Clients, 37
Outcomes Measurement System, 41
Outside Consultants, 22
PAT Admission Criteria, 41
PAT Exit Criteria, 43
PAT Final Staffing, 43
PAT Progress Staffings and Reports, 42
PAT Services, 41
PAT Techniques, 42
Performance Development System, 23
Personal Adjustment Training (PAT) Services, 41
Personnel File Contents, 32
Personnel Policies for Employees of Addie McBryde Center, 22
Physical/Psychological Abuse, 26
Program Manager, 7, 39
Program Restrictions, 15
Public Relations and Outreach Information, 9

Records Protection Policy, 31
Records Retention/Disposal Policy, 32
Reentry Policy, 37
Referrals, 36
Referrals for Additional Services, 40
Release of Financial Information, 12
Release of Persons Served, 27
Re-referrals, 36
Reorientation Policy 37
Retention of Referral Information, 32
Risk Management, 13
Sexual Harassment Policy, 27
Signature Policy, 34
Single Case Record, 32
Smoking Products Policy, 17
Staff Development and Training, 23
Staff Input, 23
Staff Meetings, 9
Staff Qualifications, 21
Staffing Pattern and Back-up Plan, 21
Supplemental Documentation/Resources, 48
Termination Procedures, 40
Transportation, 19
Vocational Evaluation Admission Criteria, 43
Vocational Evaluation Exit Criteria, 45
Vocational Evaluation Report, 45
Vocational Evaluation Services, 43
Vocational Evaluation Summary, 45
Vocational Evaluation Techniques, 44
Vocational Evaluator Participation in Monthly Client Staffing, 44
Volunteers, 22

Title 32: Rehabilitation Services
Part 3: Vocational Rehabilitation for the Blind
Subpart 1: Addie McBryde Center for the Blind
Chapter 2: Client Handbook (Day Clients)



CLIENT HANDBOOK (DAY CLIENTS)
Effective Date: 6/17/2025

Table of Contents

Welcome	1
Orientation	1
Schedule	1
Center Guidelines	2
Recreation	3
Medical Services	3
Sales and Solicitations	3
Program Management	3
Staff Qualification and Training	3
Confidentiality	4
Reporting	4
Completion of Training	4
Re-Entry Into Program	4
Access to Client Records	4
Rights Of Persons Served	5
Retaliation Statement	5
Harassment	5
Physical and Sexual Assault	5
Conflict Resolution	6
Grievance Procedures	6

WELCOME

Welcome to the Addie McBryde Rehabilitation Center for the Blind. Please read the enclosed information carefully so you will have a clear understanding of how the Center functions. If you have questions or concerns regarding the information you read, please contact the Center to discuss it prior to your arrival or discuss it with your program manager when you arrive at the Center. Our goal is to assist you in reaching your maximum independence and adjustment to vision loss.

ORIENTATION

Upon arrival, you will meet your Center program manager who will provide information about the program, answer questions and help you become oriented to the Center. You will receive your class schedule and learn where these classes meet.

You may need to ask directions and have some help at first in learning your new surroundings. A cassette player with a taped recording welcoming you to the Center is available upon request. It also provides a description of the Center's layout and location of classrooms. Please let us know the type and level of assistance you need.

For your convenience, we have enclosed copies of the floor plans for the Center. Hopefully, this will help you become familiar with the Center before your arrival. We have also enclosed a map detailing directions to the Addie McBryde Center. Should you need further information regarding directions, please contact us at (601) 364-2700.

SCHEDULE

The class day is from 8:00 a.m. to 3:00 p.m., Monday through Friday. Some days you may be involved in group meetings and recreational activities later than 3:00 p.m. Each Wednesday clients travel to Wal-Mart at 2:00 p.m. (currently postponed).

Lunch is at 12:00 noon.

The class schedule is as follows:

8:00 – 8:55 1st Period
9:00 – 9:55 2nd Period
9:55 – 10:10 Break
10:10 – 11:05 3rd Period
11:10 – 12:00 4th Period
12:00 – 1:00 Lunch
1:00 – 1:55 5th Period
2:00 – 2:55 6th Period
2:55 – 3:10 Break
3:10 – 4:00 Staff Planning/Group Meetings

CENTER GUIDELINES

- 1. Day clients will check in with the front office administration assistant on arrival each day.**
- 2. Day clients will notify their Center program manager when appointments, illness or other difficulties prevent them from attending class. Your program manager will notify your instructors.**
- 3. Day clients will be furnished lunch in the Center cafeteria. Other meals are not provided.**
- 4. Day clients are not allowed in dormitory rooms unless accompanied by a staff member.**
- 5. Clients will exhibit appropriate personal grooming skills, (which include bathing, clean clothing, etc.) Clients must dress neatly and appropriately while attending the Center. Examples of inappropriate dress are cut off shirts, halter tops, short-shorts, doo-rags, baggy pants (underwear showing) without a belt, leggings without adequate coverage, sleeveless muscle shirts. When you have a question about the appropriateness of an article of clothing, please check with the TDL instructor and/or your Center program manager.**
- 6. Clients leaving the Center during class hours should sign out and in at the front desk. This system is necessary to keep an accurate log of who is in the building in the event of an emergency evacuation.**
- 7. Day clients may smoke on the balcony outside the TV room located on the second floor. Clients must be 21 or older to smoke. The University of MS Medical Center is a tobacco free campus. No smoking or use of electronic cigarettes or smokeless tobacco is allowed. Smoking is not allowed in any other place other than those stated either inside or outside the building at any time.**
- 8. Please refrain from taking open cup(s) of coffee from the cafeteria as this poses a safety hazard with spills and possible burns.**
- 9. Dog Guides are welcome to accompany their handlers participating in training at Addie McBryde. The relief area for the dogs is in the back courtyard. The handler is responsible for cleaning up any waste and disposing of it in the trash receptacles located in the courtyard by the door. Additionally, dogs may be groomed in this area if need be. Handlers are responsible for keeping their dog clean and properly groomed while at the Center.**
- 10. Visitors are allowed only in the lobby on the ground and first floor. No visitors are allowed on the second, third or fourth floors or in any of the classrooms including the gymnasium, unless cleared to do so by the Center Director or other designated staff.**

11. Clients who are under the age of 21 or considered vulnerable must have a Permission to Leave Center Form (consent form) completed and signed by a parent or guardian prior to entrance. The form may also be done the day of entrance. Clients under 21 or considered vulnerable cannot leave the premises with anyone other than those listed (persons under 21 cannot be listed on the form). Any adjustment or additions to this form must be done in writing. If there is any question or doubt as to the authenticity of the signatures or if there are any irregularities with the paperwork the Center reserves the right to limit privileges until the matter is cleared up. Failure to follow policy will result in dismissal.

RECREATION

The Center Recreation Program is designed to provide an opportunity to socialize, relax and enjoy leisure time and to develop recreational skills that will be valuable after leaving the Center. Some of these skills are taught outside the classroom setting. The Center provides recreation activities on Wednesday afternoons, as well as other after hour activities. You will need to bring tennis shoes or some sort of walking shoes to participate in some recreation activities.

MEDICAL SERVICES

A medical assessment (including a hearing evaluation, if applicable) is usually provided during the first week you are in the Center. Also, a psychiatrist interviews all clients. The consulting Center physician and nurse may assist you with information about medical management. You can see the nurse by asking one of your instructors to call the nurse and request to be seen. Please be advised that we are **NOT A MEDICAL FACILITY**. The Center will provide training in such things, as how to draw up insulin, but does not administer injections. The use and care of any implanted device is the client's responsibility. The University Medical Center is nearby for emergencies.

SALES AND SOLICITATIONS

It is the policy of the Addie McBryde Center to prohibit any type of sales and/or solicitations. Also, Center policy prohibits the borrowing/loaning of money from or to clients and/or staff.

PROGRAM MANAGEMENT

A Center program manager is assigned to each client to assist you in your training. Also, Addie McBryde staff will meet with family members when requested to help them in gaining a better understanding of blindness and services offered at the Center. In addition, your program manager can provide useful information about work, other services for persons with visual impairments and ways to enhance your rehabilitation progress. You may ask for an appointment with your program manager at any time, but he or she will meet with you at least once a week to assess your progress.

STAFF QUALIFICATIONS / TRAINING

All Addie McBryde Center staff members meet either the job requirements of the Addie McBryde Center, the Mississippi State Personnel Board and/or the Human Resources Department of the Mississippi Department of Rehabilitation Services. All staff members receive ongoing professional development training throughout the year in the following areas: working with people with disabilities, managing people with violent and aggressive behavior, cultural diversity, sexual harassment, CPR, first aid, blood borne pathogens/infectious diseases, fire suppression and defensive driving.

CONFIDENTIALITY

The Center confidentiality policy is for your protection. Information concerning your involvement in the Center training program is kept confidential and a request for information regarding you will not be provided to any entity until your written permission is obtained. The Center abides by the Mississippi Department of Rehabilitation Services' policy on confidentiality (VR/VRB Policy Manual, chapter 3). Additional information regarding confidentiality is available on request.

REPORTING

Your district counselor receives staffing reports regarding your evaluation and monthly progress. Your Center program manager will notify you of the date and time of your scheduled staffing. If you would like copies of your staffing reports, please ask your Center program manager. You are encouraged to attend and participate in your progress staffing(s). You are urged to work to the best of your ability to learn skills you need to live and work independently.

COMPLETION OF TRAINING

The length of stay in the Center program is based upon the individual needs of each client. This may vary from several weeks to several months. A completion date is set when a client has received the needed services or has reached the highest level attainable. At that time, you will be asked to complete an exit interview to assess the effectiveness of Center training and to suggest possible improvements. This information is considered confidential.

RE-ENTRY INTO PROGRAM

If, after completing a program of service at the Center, a client wishes to re-enter the program, he/she should contact the appropriate Department of Rehabilitation Services district counselor. The counselor, along with the client and in collaboration with Center staff, will determine on an individual basis whether the client should return for further training.

ACCESS TO CLIENT RECORDS

The Addie McBryde Center maintains a policy, which allows persons being served to access

their records. Anyone desiring part or all of his or her record needs to inform the Center program manager of this. The program manager will review the record, and, in the normal course of events, will inform the Center Director of this so the records can be released. Under federal law certain rare circumstances may trigger or warrant a medical, professional or legal review. If this is the case, the person being served or their representative will be informed of this and the review will take place as quickly as possible.

RIGHTS OF PERSONS SERVED

The Addie McBryde Rehabilitation Center for the Blind is philosophically, as well as legally, committed to insuring that the rights of all its clients are fully protected. These policies and procedures are communicated to persons served, Center faculty and staff, consultants, interns/trainees, and volunteers through the Center Manual and the Client Handbook. These rights include but are not limited to the following:

1. The right to personal privacy unless the safety and welfare of the person served or others is threatened or there is a violation of state or federal law
2. The right to be always treated with dignity and respect
3. The right to be free from psychological and/or physical abuse in any form
4. The right to be given all appropriate information concerning service delivery and consideration for placement in the highest and most appropriate program level
5. The right to have maximum input into the delivery of services whenever possible.

RETALIATION STATEMENT

In the event that a client files a grievance or complaint, there will be no exploitation or retaliation against the client by staff of the Addie McBryde Center.

HARASSMENT

The Addie McBryde Center (AMC) is committed to providing an institutional setting free from harassment with regard to political affiliation, handicap, genetic information, religion, national origin, sex, religious creed, age, or disability. This prohibition includes, but is not limited to, remarks, gestures, physical contact, display or circulation of written or electronic materials, pictures or objects derogatory to any person based on the characteristics listed above. Such behavior is strictly forbidden and will not be tolerated.

The following is a non-exhaustive list of actions that may be inappropriate: epithets; derogatory or suggestive comments, slurs or gestures, unwelcome or offensive physical touching; and offensive posters, email, cartoons, pictures or drawings aimed at a protected classification.

No Addie McBryde Center client should endure harassment. Any student believing that he or she has been illegally harassed by another client, Addie McBryde Center visitor, or Addie McBryde Center employee, shall immediately report the incident to their Program Manager, or if afterhours, the Dormitory Supervisor on duty. Reported incidents of harassment will be promptly investigated and Addie McBryde Center shall take timely and appropriate corrective action.

PHYSICAL AND SEXUAL ASSAULT

Any client believing he or she has been physically assaulted or sexually assaulted by another student, Addie McBryde Center visitor, or Addie McBryde Center employee shall immediately notify their Program Manager, or if afterhours, the Dormitory Supervisor on duty. Clients may also contact the University of Mississippi Medical Center (UMMC) Campus Police/Security by calling (601) 815-3072.

CONFLICT RESOLUTION

If a conflict arises between clients that they cannot resolve on their own, the program manager will become involved and appropriate action will be taken. If the conflict cannot be resolved at this level, the Center Director will be notified and appropriate action will be taken.

GRIEVANCE PROCEDURES

A detailed description of the grievance procedures will be given to you at the time of your entrance to the Center.

When dissatisfied with any services or lack of services in the Center, you should:

1. Communicate with your Center program manager who serves as your advocate. The appropriate administrator will be notified and will attempt to reach an agreeable solution.
2. Meet with the Center Director when an acceptable decision is not reached.
3. Request an administrative review by the Supervisory staff of the MDRS Agency in accordance with written agency policy.

Assistance from the Client Assistance Program (CAP) is also available to assist in the resolution of client problems.* Office of Vocational Rehabilitation for the Blind has established procedures for administrative reviews and fair hearings as outlined in Chapter 4 of the VR/VRB Policy Manual. You may retain a family member and/or friend to act on your behalf or you may also obtain legal representation at your own expense.

Center administration urges all clients receiving services to express any concerns that they have. The quality of services provided is always enhanced when the issues are addressed.

*** Telephone number is (601) 969-0601 or 1-800-7255**

Title 32: Rehabilitation Services
Part 3: Vocational Rehabilitation for the Blind
Subpart 1: Addie McBryde Center for the Blind
Chapter 3: Client Handbook (Residential Clients)



CLIENT HANDBOOK (RESIDENTIAL CLIENTS)
Effective Date: 6/17/2025

Table of Contents

Welcome.....2

Orientation..... 2

Schedule.....2

Residential Services 3

Center Guidelines..... 4

Visits of Friends and Relatives 5

Visits Home on Weekends5

Church and Spiritual Development.....4

Recreation 6

Medical Services..... 6

Sales and Solicitations 6

Cash Fund Procedures 6

Program Management..... 6

Staff Qualification and Training..... 6

Confidentiality 7

Reporting 7

Completion of Training..... 7

Re-Entry Into Program.....7

Accessing Client Records7

Rights Of Persons Served 8

Retaliation Statement..... 8

Harassment 8

Physical and Sexual Assault..... 8

Conflict Resolution 9

Grievance Procedures..... 9

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Welcome to the Addie McBryde Rehabilitation Center for the Blind. Please read the enclosed information carefully so you will have a clear understanding of how the Center functions. If you have questions or concerns regarding the information you read, please contact the Center to discuss it prior to your arrival or discuss it with your program manager when you arrive at the Center. Our goal is to assist you in reaching your maximum independence and adjustment to vision loss.

ORIENTATION

Upon arrival, you will meet your Center program manager and/or dormitory supervisor who will provide information about the program, answer questions and help you become oriented to the Center. If you arrive on the weekend, on Monday you will receive your class schedule and learn where these classes meet. Your program manager and/or the dormitory supervisor will help you get settled in your dormitory room.

You may need to ask directions and have some assistance in learning about your new surroundings. An audio recording is available upon request. This recording provides a description of the Center's layout and location of classrooms. Please let us know the type and level of assistance you need.

For your convenience, we have enclosed copies of the floor plans for the Center. Hopefully, this will help you become familiar with our Center before your arrival. We have also enclosed a map detailing directions to the Addie McBryde Center. Should you need further information regarding directions, please contact us at (601) 364-2700.

SCHEDULE

The class day is from 8:00 a.m. to 3:00 p.m., Monday through Friday. Some days you may be involved in group meetings and recreational activities later than 3:00 p.m. Each Wednesday clients travel to Wal-Mart at 2:00 p.m. (Currently Postponed).

Breakfast is served at 7:00 a.m., lunch is at 12:00 noon and supper is served at 5:00 p.m. The client cafeteria closes at 8:00 p.m. each night. (Breakfast is served at 8:00 a.m. on Saturday and Sunday).

The class schedule is as follows:

8:00 - 8:55 1st Period
9:00 - 9:55 2nd Period
9:55 - 10:10 Break
10:10 - 11:05 3rd Period
11:10 - 12:00 4th Period
12:00 - 1:00 Lunch

1:00 - 1:55 5th Period
2:00 - 2:55 6th Period
2:55 - 3:10 Break
3:10 - 4:00 Staff Planning/Group Meetings

RESIDENTIAL SERVICES

The dormitory is located on the second floor with men's and women's rooms located on opposite ends of the hall. The rooms are designed for two individuals. **As a result, please limit the number of items you bring.** Within each room are two beds, with drawers underneath for storing clothes, a radio receiver (upon request), two closets (please bring plastic hangers to hang up clothing items) and two chairs. A small refrigerator is in each room for client use. Towels, bed linens, pillows and blankets are provided. You are welcome to bring your own linens, including pillows. You may also bring a digital television along with an antenna if you respect others when using it. Loud music in the Center is prohibited. Also, please bring an alarm clock.

Washers, dryers, irons, and ironing boards are available for your use. The Techniques of Daily Living class will assist you in learning adaptive techniques in operating these appliances. Part of your training in independent living is to use the skills learned and to live in a friendly manner within the dormitory setting. After hours a dormitory supervisor is on duty to aid when emergencies arise or when you need help.

Inform the dormitory supervisor when the health and/or safety of someone or group of clients is at risk. Be considerate of the needs of others and use your best judgment in problem solving.

Although there is janitorial service available for certain parts of the dormitory area, housekeeping staff is not permitted to enter and clean your room. After receiving appropriate training, you are responsible for maintaining a neat, clean, and orderly room.

Keep all valuables in a safe place. The Center does not accept liability for misplaced or stolen personal possessions. Large amounts of money can be kept in the Center safe. Personal possessions should be removed from the Center when you are absent from the Center for an extended period or when the Center is closed.

Privacy in your dormitory room is respected; however, the Center nurse, instructors and dormitory supervisors consider your room as part of your training.

In rare instances, it is necessary to inspect a client's room for illegal or inappropriate items (weapons, drugs, alcohol, etc.) The following steps will be taken before a client's room is inspected: **a justifiable cause must be established;** approval is obtained from the Center Director; the client is aware of the purpose and time and is present during the room inspection; and at least two staff members are present during the inspection. If necessary, law enforcement will be notified.

Each dormitory room is equipped with a telephone. This phone is for local and incoming calls only. There is also a phone in the hallway for local calls only. You may reach the women's hall phone at (601) 364-2691 and the men's hall phone at (601) 364-2357. Please be courteous and limit the amount of time you spend on the hall phones and be respectful of others who may want to use the phone. Cell phone usage is NOT permitted in the classroom.

In case of an after-hour emergency the dormitory supervisory can be reached at (601) 364-2696. This number is only for emergencies!

It is permissible for clients to receive personal mail at the Addie McBryde Center. The mailing address for mail from the Post Office is P. O. Box 5314, Jackson, MS 39296-5314. Package deliveries such as UPS and Fed-Ex should be sent to the street address which is: 2550 Peachtree Street Ext., Jackson, MS 39216. Under NO circumstances are clients to change their mailing address to the Center's address or have their mail forwarded to the Center!

CENTER GUIDELINES

1. Clients will keep their rooms neat and orderly and use all Center furnishings and equipment properly.
2. Clients will exhibit appropriate personal grooming skills, (which include bathing, clean clothing, etc.) Clients must dress neatly and appropriately in the Center and dormitory area. Examples of inappropriate dress are cut off shirts, halter tops, short-shorts, doo-rags, baggy pants without a belt, leggings without adequate coverage, sleeveless muscle shirts, going barefoot or wearing gowns, robes, or pajamas other than in the immediate area of one's room. When you have a question about the appropriateness of an article of clothing, please check with TDL instructor, your Center program manager, or the dormitory supervisor on duty. On Sunday through Thursday, quiet time begins at 10:30 p.m. and on Friday and Saturday at 12:00 a.m. After this time Clients are to leave the common areas and return to their dormitory rooms.
4. Clients leaving the Center during class hours should sign out and in at the front desk. After 4:30 p.m. and on weekends, clients should sign out and in with the dormitory supervisor on duty. This system is necessary to keep an accurate record of who is in the building in the event of an emergency evacuation.
5. Smoking in dormitory rooms is prohibited; however, smoking is allowed on the balcony of the dormitory rooms. All dormitory rooms are equipped with smoke detectors for your protection. The University Medical Center is a tobacco free campus. No smoking or use of electronic cigarettes or smokeless tobacco is allowed in any other place either inside or outside the building than those listed above.
6. Cooking (including all electrical appliances) is permitted ONLY in the Personal Management area with the permission of the Personal Management instructor and

under the direct supervision of a Center staff member. Care should be taken to store any food such as snacks in airtight containers, zip lock bags or in the small refrigerator in each room. Meal trays cannot be removed from the cafeteria unless approved in advance by the Center nurse or dormitory staff. Please refrain from taking open cup(s) of coffee from the cafeteria as this poses a safety hazard with spills and possible burns. The client cafeteria will close at 8:00 p.m. each night. Client meal trays will only be held for one hour at mealtime; then they will be returned to UMC.

7. Dog Guides are welcome to accompany their handlers participating in training at Addie McBryde. The relief area for dog guides is in the back courtyard. The handler is responsible for cleaning up any waste and disposing of it in the trash receptacles located by the entry door into the courtyard. Additionally, dog guides may be groomed in this area if need be. Handlers are responsible for keeping their dog guides clean and properly groomed while at the Center.

VISITS OF RELATIVES AND FRIENDS TO THE CENTER

Visits to the Center by friends and relatives should be after 4:00 p.m. Monday through Friday. Visitors should inform you when they will arrive so you will be present. Visitors may find the front door locked. Inform them that there is a buzzer to the right of the pull doors to signal the dormitory supervisor of their presence.

It is the clients' responsibility to inform their guests of the visitation guidelines. All visitors should leave by 9:00 p.m. seven days a week. Visitors are allowed only in the lobbies on the ground and first floor. No visitors are allowed on the second, third or fourth floors or in any of the classrooms including the gymnasium, unless cleared to do so by the Center Director or other designated staff.

Clients under the age of 21 (minors) or individuals who are considered vulnerable adults must have a Permission to Leave Center Form (consent form) completed and signed by a parent or guardian prior to entrance. Clients under 21 or those considered as a vulnerable adult cannot leave the premises with anyone other than those listed on this form. Furthermore, individuals under 21 cannot be listed on this form. Any adjustment or additions to this form must be done in writing. If there is any question or doubt as to the authenticity of the signatures or if there are any irregularities with the paperwork the Center reserves the right to limit privileges until the matter is cleared up. Failure to follow policy will result in dismissal from the Center.

VISITS HOME ON WEEKENDS

On weekends the Center is closed, clients must make appropriate arrangements to leave the Center by 4:00 p.m. on the day designated by Center personnel. Visits home is an excellent opportunity to demonstrate to your family the skills you are learning at the Center.

When you will be absent from the Center on a weekend or during other times, inform the Center nurse and your Center program manager as early as possible. Your program manager will inform your instructors of your absence.

Clients should return before 10:30 p.m. on Sunday night or before 8:00 a.m. on Monday morning unless otherwise instructed. It is important to be in every scheduled class.

CHURCH / SPIRITUAL DEVELOPMENT

Religious services are not held at the Addie McBryde Center. You are free to contact the local religious establishment of your choice and arrange transportation so you can attend services.

RECREATION

The Center’s Recreation Program is designed to provide an opportunity to socialize, relax and enjoy leisure time and to develop recreational skills that will be valuable after leaving the Center. Some of these skills are taught outside the classroom setting. The Center provides recreation activities on Wednesday afternoons, as well as other after-hour activities. You will need to bring tennis shoes or some sort of walking shoes to participate in some recreation activities.

MEDICAL SERVICES

A medical assessment (including a hearing evaluation, if applicable) is usually provided during the first week you are at the Center. Also, a psychiatrist interviews all clients. The consulting Center physician and nurse may assist you with information about medical management. You can see the nurse by asking one of your instructors to call the nurse and request to be seen. Please be advised that we are NOT A MEDICAL FACILITY. The Center will provide training in such things as how to draw up insulin, but Center staff does not administer any types of injections. The use and care of any implanted device is the client’s responsibility. The University Medical Center is nearby for emergencies.

SALES AND SOLICITATIONS

It is the policy of the Addie McBryde Center to prohibit any type of sales and/or solicitations. Also, Center policy prohibits the borrowing/loaning of money or any other personal property from or to clients and/or staff. The Center is located on State property and there is a state law prohibiting such.

CASH FUND PROCEDURES

The Center has a safe that can be utilized for safe keeping of client valuables/monies. Please see your program manager who will arrange for the valuables/monies to be placed in the Center safe. Monies held in the safe do not earn interest. There will be a written accounting of deposits and withdrawals with the client’s and two (2) witness signatures.

PROGRAM MANAGEMENT

A Center program manager is assigned to each client to assist you in your training. Also, Addie McBryde staff will meet with family members when requested to help them in gaining a better understanding of blindness and services offered at the Center. In addition, your program manager can provide useful information about services for individuals with visual impairments and ways to enhance your rehabilitation progress. You may ask for an appointment with your program manager at any time, but he or she will meet with you at least once a week to assess your progress.

STAFF QUALIFICATIONS / TRAINING

All Addie McBryde Center staff members meet either the job requirements of the Addie McBryde Center, the Mississippi State Personnel Board and/or the Human Resources Department of the Mississippi Department of Rehabilitation Services. All staff members receive ongoing professional development training throughout the year in the following areas: working with people with disabilities, managing people with violent and aggressive behavior, cultural diversity, sexual harassment, CPR, first aid, blood borne pathogens/infectious diseases, fire suppression and defensive driving.

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The Center confidentiality policy is for your protection. Information concerning your involvement in the Center training program is kept confidential and a request for information regarding you will not be provided to any entity until your written permission is obtained. The Center abides by the Mississippi Department of Rehabilitation Services' policy on confidentiality (VR/VRB Policy Manual, chapter 3). Additional information regarding confidentiality is available on request.

REPORTING

Your district counselor receives staffing reports regarding your evaluation and monthly progress. Your Center program manager will notify you of the date and time of your scheduled staffing. If you would like copies of your staffing reports, please ask your Center program manager. You are encouraged to attend and participate in your progress staffing(s). You are urged to work to the best of your ability to learn skills to assist in your daily living needs and work independently.

COMPLETION OF TRAINING

The length of stay in the Center program is based upon the individual needs of each client. This may vary from several weeks to several months. A completion date is set when a client has received the needed services or has reached the highest level attainable. At that time, you will be asked to complete an exit interview to assess the effectiveness of your Center training and to suggest possible improvements. This information is considered confidential.

RE-ENTRY INTO PROGRAM

If, after completing a program of service at the Center, a client wishes to re-enter the program, he/she should contact the appropriate Department of Rehabilitation Services district counselor. The counselor, along with the client and in collaboration with Center staff, will determine on an individual basis whether the client should return for further training.

ACCESSING CLIENT RECORDS

The Addie McBryde Center maintains a policy, which allows persons being served to access their records. Anyone desiring part or all his or her records needs to inform their Center program manager of this. The program manager will review the records, and, in the normal course of events, will inform the Center Director of this so the records can be released. Under federal law certain rare circumstances may trigger or warrant a medical, professional, or legal review. If this is the case, the person being served, or their representative will be informed of this, and the review will take place as quickly as possible.

RIGHTS OF PERSONS SERVED

The Addie McBryde Rehabilitation Center for the Blind is philosophically, as well as legally, committed to insuring that the rights of all its clients are fully protected. These policies and procedures are communicated to persons served, Center faculty and staff, consultants, interns/trainees, and volunteers through the Center Manual and the Client Handbook. These rights include but are not limited to the following:

1. The right to personal privacy unless the safety and welfare of the person served or others is threatened or there is a violation of state or federal law
2. The right to be always treated with dignity and respect
3. The right to be free from psychological and/or physical abuse in any form
4. The right to be given all appropriate information concerning service delivery and consideration for placement in the highest and most appropriate program level
5. The right to have maximum input into the delivery of services whenever possible.

RETALIATION STATEMENT

If a client files a grievance or complaint, there will be no exploitation or retaliation against the client by staff of the Addie McBryde Center.

HARASSMENT

The Addie McBryde Center (AMC) is committed to providing an institutional setting free from harassment regarding political affiliation, handicap, genetic information, religion, national origin, sex, religious creed, age, or disability. This prohibition includes, but is not limited to, remarks, gestures, physical contact, display, or circulation of written or electronic

materials, pictures, or objects derogatory to any person based on the characteristics listed above. Such behavior is strictly forbidden and will not be tolerated.

The following is a non-exhaustive list of actions that may be inappropriate: epithets; derogatory or suggestive comments, slurs, or gestures, unwelcome or offensive physical touching; and offensive posters, email, cartoons, pictures, or drawings aimed at a protected classification.

No Addie McBryde Center client should endure harassment. Any student believing that he or she has been illegally harassed by another client, Addie McBryde Center visitor, or Addie McBryde Center employee, shall immediately report the incident to their Program Manager, or if afterhours, the Dormitory Supervisor on duty. Reported incidents of harassment will be promptly investigated and Addie McBryde Center shall take timely and appropriate corrective action.

PHYSICAL AND SEXUAL ASSAULT

Any client believing, he or she has been physically assaulted or sexually assaulted by another student, Addie McBryde Center visitor, or Addie McBryde Center employee shall immediately notify their Program Manager, or if afterhours, the Dormitory Supervisor on duty. Clients may also contact the University of Mississippi Medical Center (UMMC) Campus Police/Security by calling (601) 815-3072.

CONFLICT RESOLUTION – (CLIENT)

If a conflict arises between clients that they cannot resolve on their own, the program manager will become involved and appropriate action will be taken. If the conflict cannot be resolved at this level, the Center Director will be notified, and appropriate action will be taken.

GRIEVANCE PROCEDURES

The grievance procedures are discussed with clients at the time of entrance to the Center. A written copy is available at the client's request.

When dissatisfied with any services or lack of services in the Center, you should:

1. Communicate with your Center program manager who serves as your advocate. The appropriate administrator will be notified and will attempt to reach an agreeable solution.
2. Meet with the Center Director when an acceptable decision is not reached.
3. Request an administrative review by the Supervisory staff of the MDRS Agency I accordance with written agency policy.

Assistance from the Client Assistance Program (CAP) is also available to assist in the resolution of client problems.* Also the Office of Vocational Rehabilitation for the Blind has established procedures for administrative reviews and fair hearings as outlined in Chapter 4 of the VR/VRB Policy Manual. You may retain a family member and/or friend to act on your behalf or you may also obtain legal representation at your own expense.

The center administration urges all clients receiving services to express any concerns that they have. The quality of services provided is always enhanced when the issues are addressed.

* Telephone number is (601) 969-0601 or 1-800-721-7255

Chapter 1: Student Handbook



Mississippi Emerge Center for the Blind
OFFICE OF VOCATIONAL REHABILITATION FOR THE BLIND
310 N. Cleveland Ave., Long Beach, MS 39215
Empowerment For Individuals Who Are Blind

STUDENT HANDBOOK

INTRODUCTION

WELCOME TO THE EMERGE CENTER FOR THE BLIND

We are excited that you have chosen to attend the Emerge Center. The Emerge Center training includes classroom instruction, a residential component, and work experience. The non-visual skills you will learn, the experiences you will have, and the confidence you will gain will prepare you for the next chapter in your life. Whether you plan to go to college, participate in vocational training, or go directly to work, the Emerge Center training will give you the skills and confidence you need to succeed.

CHAPTER 1

WHAT TO EXPECT AT THE EMERGE CENTER

Attendance and Conduct: Since the training is designed to prepare you for employment, you are expected to have consistent attendance, to be on time, to dress appropriately, and to behave in a professional manner in all classes. If you are going to be late for a class, it is your responsibility to let your instructor know ahead of time.

Notification of Absences: You are responsible for calling in before 8:00 a.m. if you are sick or for some other reason are unable to attend classes, the number to call is (228) 241-2240. If you do not call the Emerge Center to leave a message before 8:00 a.m. you will be recorded as late or absent. If you have medical or other appointments during the instructional day, such as Social Security or housing appointments, please notify Antonio Williams in advance.

First Day of Training: On your first day of training, you will be given a non-folding white cane, a pair of learning shades (blindfold), a monthly bus pass, a slate and stylus, and a thumb drive containing important documents, including the “Student Handbook,” “How to Become a Emerge Center Student,” and “What is Structured Discovery?”

Learning Shades: You will wear learning shades (blind fold) during all classes and confidence-building activities. The training will teach you non-visual techniques to function confidently and independently in your home, at work, and in the community. Wearing the learning shades is not optional; it is fundamental to the success of the training. If you are unable or unwilling to wear the learning shades, the Emerge Center program is not the right setting for you, and you should ask your rehabilitation counselor about other training options.

Long White Cane: On the first day of training, you will be given a non-folding long white cane. We ask that you use your cane at the Emerge Center and in the evenings and on weekends. This is for your own safety and the safety of others and to help you develop and reinforce your nonvisual travel skills.

The Training Day: Training begins at 8:00 a.m. with morning announcements. Classes are scheduled from 8:00 a.m. to 4:00 p.m. with an hour for lunch.

Core Classes: The Emerge Center program includes four core classes: braille, cane travel, technology, and home management.

Additionally, you will participate in employment preparation activities. The employment preparation includes a work component and training leading to a recognized occupational certificate or license.

Emerge Center training is holistic; the individual classes work together and support the development of the non-visual skills and confidence you will need to live your fullest life. For this reason, you will participate in all classes, the work experience, and the confidence-building activities. If for any reason you are unable or unwilling to participate in all the classes and activities, the Emerge Center is not the right program for you, and the Emerge Center Staff will

work with you and your rehabilitation counselor to identify a training program that will meet your individual needs.

Blindness Seminars: An essential part of effective training is seminar discussions on a wide range of blindness related topics. The seminars help the students think through how to handle situations such as what to do if someone insists on providing help that is not needed or wanted; what to do with your cane while flying; or how to find your restaurant table when returning from the restroom. Other topics include how to help friends and family members respect and support what you can do independently and to refrain from being overprotective. The students take turns leading blindness-related discussion seminars, but don't worry, you will get the help you need to lead a seminar discussion.

Apartment Instruction: Periodically, Emerge Center staff will work with you one-on-one in your apartment to help you apply and reinforce your use of non-visual Techniques of daily living.

Confidence-Building Activities: In addition to your classes, you will participate in confidence-building activities. These activities are an essential part of the training. They are designed to build self-confidence and provide opportunities for you to apply your non-visual skills in new situations and environments. While participation in the confidence-building activities is required, participation in a particular activity may not be required based on medical and other individual concerns. If you believe you should not engage in a particular activity, please discuss your concerns with the Antonio Williams prior to the scheduled activity.

Evening and Weekend Assignments: Your instructors may give you work to complete outside of classroom hours. These assignments will help support and reinforce the non-visual skills you are learning during the day.

Cleaning Common Areas: The students are responsible for keeping the common areas clean and are assigned lounge cleaning duties on a rotating weekly basis.

Dog guides: Dog guides are permitted in the Emerge Center and in the apartments. If you use a dog guide, you are expected to control your dog guide at all times, clean up after your dog guide, and pay for any damage the dog may cause. You are asked to kennel your dog guide during the training day. You may use your dog guide during evenings, weekends, holidays, and other personal time. Since we teach cane travel, we ask that you use your cane during the day, including when you are relieving your dog guide, and you are encouraged to use your cane as much as possible during evenings and weekends.

Use of Cell Phones: To minimize disruptions, we ask that cell phones be silent during classes. If you are expecting an urgent or emergency phone call, please let your instructor know.

Smoking: Smoking and/or use of other tobacco products, including e-cigarettes/vaping, is prohibited in the Emerge Center and in the apartments. You may smoke during lunch and other breaks in designated outdoor smoking areas. We ask that you help keep the smoking areas clean by properly disposing of cigarette butts and other tobacco products.

Lunch: You are responsible for bringing your own lunch to the Emerge Center. The student lounge has a refrigerator and a microwave for your use. The food you cook in home management class is yours to have for lunch or to take home for dinner to supplement your grocery allowance. You may order food delivery, but keep in mind that there is only one hour for lunch. We ask that you only consume food and drinks in the student lounge or other designated area.

Grocery Stipend: While in training, you will be given a grocery stipend at the beginning of each month. The grocery stipend is \$250.00 a month. The stipend allowance may be reduced if you receive other public assistance to help with the cost of food such as SNAP assistance, so please let the Antonio Williams know if you start or stop receiving SNAP benefits or if there is a change in the amount you receive.

Transportation: You are responsible for arranging and paying for your own transportation. This includes transportation to and from the grocery store when purchasing groceries for use in your apartment. You will also be responsible for arranging your own transportation for errands, medical appointments, and shopping. We suggest that you install smartphone transportation apps such as Uber and Lyft and that you keep at least some cash available in the case of an emergency.

Additional Financial Assistance: If you require additional financial assistance, you should speak with your rehabilitation counselor before you begin training.

CHAPTER 2

HEALTH AND SAFETY

Fire and Other Safety: Safety is essential. We conduct periodic fire and weather emergency drills at the Emerge Center and at the student apartments. Fire extinguishers are available in every student apartment and throughout the Emerge Center.

Personal Injuries: We ask that you immediately report any personal injury to an Emerge Center staff member. Emerge Center staff will help you get any needed medical care.

Medical Conditions: Many of our students have medical and other issues besides blindness. It is important that you provide complete information about any known medical conditions, medications you are taking, and any food and other allergies. The Emerge Center for the Blind does not have medical staff. If you have any ongoing medical issues, we recommend you ask your doctor to refer you to a medical practitioner in the Long Beach area.

Absence Due to Illness: If you are absent due to an illness lasting three days or longer, the Emerge Center Director may require a doctor's note before allowing you to resume your training.

Extended Absence Due to Illness: If you have an illness or medical condition that prevents you from attending training for an extended period, the Emerge Center Director may approve a leave of absence. Depending on the specific nature of the illness or medical condition, the Director may require a doctor's written medical release before you may return to training.

Flu and/or COVID-19 Vaccinations are not Required: Vaccination against the flu and COVID-19 are not required; however, we recommend that before you begin training you consult with your healthcare professional about the advantages and risks of specific vaccinations. On request, the Emerge Center will provide you with face masks.

Emergency Medical Care: If you have a non-life-threatening medical emergency, we will help you get to the nearest emergency room; however, if it is a potentially life-threatening medical emergency, we will call 911.

CHAPTER 3

LIVING IN THE APARTMENTS

Apartment Living: The Emerge Center is a residential blindness skills program. You will live in an apartment near the Emerge Center. Apartment living will give you the chance to practice the non-visual skills you will learn in class. That means that, during the evenings and weekends, we ask you to use your white cane and use your other non-visual skills. We ask that family members not assist you with cooking, cleaning, laundry, or grocery shopping. It is important that you practice the skills you have learned in class to make them automatic in your day-to-day life. If you need assistance in any of these areas, we are here to help. Please talk with the Apartment Manager or the Home Management Instructor.

Pets are not Allowed: Pets are not allowed in the Emerge Center apartments. Dog guides are not pets and are welcome at the apartments; however, as previously indicated, if you use a dog guide, you are expected to control your service animal, and you are required to pay for any damage the dog may cause.

Apartment Furnishings: Each two-bedroom apartment is furnished with a dining table and chairs, love seat, armchair, end table, lamps, and in each bedroom, a full-sized bed, dresser, and computer desk with chair. Each apartment is equipped with glasses, mugs, dinner plates, bowls, and silverware for four. Also, there are pots, pans, bakeware, potholders, can opener, a cutting board with knives, toaster, microwave oven, coffee maker, and cooking utensils. If you need anything more, please ask the Apartment Manager. You will also be provided with food storage containers and bags, plastic wrap, aluminum foil, and paper products.

Small Appliances Not Provided: Small appliances (other than a microwave, toaster, can opener, and coffee maker) are not provided in the apartments. If you have favorite kitchen tools or small appliances, you may bring them with you. You may wish to bring an alarm clock and a TV for personal use.

The Apartments Do Not Have Cable Television: If you want cable TV, you must arrange and pay for it yourself. The apartments have wireless internet. You are responsible for all entertainment expenses such as streaming services.

You Will Need to Bring Linens: You will need to bring bedding for a full-size bed (sheets, pillowcases, blankets, pillows, and a bedspread). You will also need to bring bath and hand towels, washcloths, dishtowels, and dishcloths. If you cannot provide any of these items, please talk with your rehabilitation counselor before you start training.

Grocery Allowance: You are encouraged to spend the full \$250 grocery stipend each month; however, you are responsible for any amount spent over \$250. You can purchase grocery items, including produce, meats, dairy items, seasonings, baking supplies, canned goods, hot and cold food from the deli counter, personal hygiene items (soap, shampoo, etc.), nonprescription medications, and cosmetics. Grocery funds may not be used to purchase alcohol.

First-Day Grocery Shopping: The Apartment Manager will take you grocery shopping on your first day of training. Please bring a grocery list for two weeks' worth of breakfasts, lunches, dinners, snacks, and non-alcoholic beverages, and be sure to include seasonings and condiments.

You Are Responsible for Your Own Laundry: You are responsible for doing your own laundry. Washing machines and dryers are available at the Emerge Center apartments.

Clothing: You will need to bring clothing and footwear, including outdoor wear for all types of weather. We recommend you bring a raincoat and boots. You will also need casual clothes, business casual clothes, dress clothes, dress shoes, and clothes hangers.

Business Casual Clothes for the Training Day: We ask that you wear business casual clothes at the Emerge Center. The goal of your training is to prepare you for employment. For that reason, we ask that you dress appropriately for a professional work environment. At the same time, we understand you will need to dress comfortably enough to participate in cane travel and home management classes. For that reason, we suggest business casual: no jean shorts, t-shirts, flipflops, and so on. Dark-wash jeans are allowed, provided they are free of rips or other distressing. While you will not need dress clothes frequently, there will be events and activities that require you to dress up. If you need assistance purchasing appropriate clothing, please speak with your rehabilitation counselor before starting your training.

Apartment Keys and Security: When you begin your training, you will be given a key to your apartment and your mailbox key. If you lose any of your keys, you must immediately inform the Antonio Williams or Apartment Manager. You will be issued replacement keys; however, you are responsible for paying the cost of replacing lost keys. We ask that you keep your apartment locked at all times.

Fire and Other Emergencies: In the event of a fire or gas leak, you should immediately evacuate the apartment building and remain outside until the "all clear" is sounded. If there is a medical emergency, fire, gas leak, or serious crime, you should immediately call 911, followed by a call to the Emerge Center at (228) 241-2240 as soon as it is safe to do so. If there are serious maintenance issues with the building that will result in property damage, or are a health or safety issue, notify the Emerge Center Director as soon as it is safe to do so.

Weekly Apartment Inspection: The Apartment Manager will inspect your apartment every week. The purpose of the inspections is to help you identify any additional training needs you may have. The Apartment Manager is available to answer questions and to provide instruction, as needed, in cooking, cleaning, laundry, shopping, etc.

Practicing Your Non-Visual Skills: In addition to practicing your non-visual skills at the Center, and in your apartment, you are encouraged to go out in the evening and on the weekends to practice the skills learned at the Emerge Center. The Apartment Manager can also recommend shopping, restaurants, and recreational activities.

Preparing Your Meals: We encourage you to practice the non-visual food preparation techniques you learn in home management class. If you have difficulty cooking, menu planning, or budgeting, we can help provide individual instruction.

Returning Home on Weekends: To reinforce your newly acquired non-visual skills and to become comfortable functioning independently, we ask that you do not go home in the first month. Families and friends may visit you in the apartments if they don't do cleaning, cooking, or other tasks you are learning to do as part of your training.

Guests Visiting You in the Apartments: Guests may not stay overnight in the Emerge Center apartments. If you have an extenuating circumstance, you must request and be granted advanced approval from Antonio Williams. Your guests are allowed to visit you in your apartment if they do not stay overnight, are always escorted by you, and abide by the Emerge Center rules.

Quiet Hours: Quiet hours between 10:00 P.M. and 6:00 A.M. are standard rules in apartment buildings. Please be respectful of others living in the apartment building and keep noise to a minimum during these hours.

Prohibited Items: Firearms, smoking, alcohol, illegal substances, and illegal activities are not allowed in the apartments or at the Emerge Center and are grounds for immediate dismissal from training.

Moving Out of the Apartments: When you finish your training and move out, please ensure you leave the apartment in move-in-ready condition. We ask that you move out of your apartment within 48 hours after you complete your training.

CHAPTER 4

QUARTERLY PROGRESS CHECKS

Progress check meetings will be held once a quarter. The participants will include Emerge Center staff, Antonio Williams, your rehabilitation counselor, and you. The progress check meetings will give you the chance to review your progress in each instructional area and to discuss any challenges you may be facing. The progress check meetings are a team effort and are intended to help you get the most out of your training. At the progress check meeting, you and your team will work together to identify goals for the next three months of your training. As you approach

the end of your training, you will set a graduation date in collaboration with your instructors, your rehabilitation counselor, and Antonio Williams.

CHAPTER 5

CORRECTION PLAN

While behavior problems are rare, they do arise from time to time and may seriously interfere with your ability to get the most you can from the training. We want you to succeed and will do everything we can to help you address any problem behaviors.

The process includes the following steps:

1. **Informal Verbal Warning:** a meeting with Antonio Williams with documentation included in your case record.
2. **Formal Verbal Warning:** a verbal warning with written documentation included in your case record and shared with your Rehabilitation counselor.
3. **Correction Plan/Behavior Contract:** a written agreement describing the problem behavior/s that must be corrected as a condition of continuing your training. The correction plan must be signed by you, Antonio Williams, your rehabilitation counselor, and the Director of Mississippi Vocational Rehabilitation for the Blind.
4. **One Week Suspension:** Failure to comply with the requirements described in the correction plan may result in a one-week suspension from training. During the one-week suspension, you will not be allowed to attend classes or reside in the Emerge Center apartments. Antonio Williams in collaboration with your rehabilitation counselor will help you make the necessary arrangements to return home for the suspension period.
5. **Dismissal from Training:** If you do not comply with the conditions of the correction plan, you may be dismissed from the Emerge Center program. Upon dismissal, participation in training will end immediately, and you will be given 48 hours to vacate the apartments. Dismissal from training is a last resort. If you are having problems, we will do all we can to help you, but that does not mean we will overlook behaviors that are interfering with your training or the training of others. Finally, if you are terminated from the Emerge Center program, that does not mean that your rehabilitation counselor will give up on you. Your counselor will continue working with you to find a way forward to helping you achieve your personal and employment goals.

Note: Depending on the type and seriousness of the problem behavior/s, steps in this process may be skipped.

CONCLUSION

We look forward to your participation in the Emerge Center training. We want you to live a productive and fulfilling life. If you have any questions or concerns, please contact the Emerge Center Director, Antonio Williams, or your Rehabilitation counselor.

ATTACHMENTS:

- Attachment A: Fire and Safety Policy
- Attachment B: Student Drug and Alcohol Policy
- Attachment C: Personal Data Policy
- Attachment D: Apartment Policy

Student Agreement

I have read and understand these policies and agree to abide by them.

Student signature: _____

Student name (printed): _____

Date: _____

Attachment A

FIRE AND SAFETY POLICY

The Mississippi Emerge Center for the Blind's Fire and Safety Policy includes guidelines and procedures to ensure the safety of individuals and property in the event of a fire or other emergency. The policy outlines preventive measures, emergency response protocols, and evacuation procedures.

Table of Contents

Section I:	AFTER HOURS NOTIFICATION OF EMERGENCIES
Section II:	FIRE SAFETY PLAN
Section III:	SEVERE WHETHER/HURRICANE /TORNADO PLAN
Section IV:	SECURITY PLAN (BOMB THREAT/CRISIS/LOCKDOWN PROCEDURE)
Section V:	MEDICAL /HEALTH EMERGENCIES
Section VI:	BIOLOGICAL HAZARD RESPONSE PROCEDURES
Section VII:	RADIATION EXPOSURE, CHEMICAL SPILLS, GAS LEAKS, AND POTENTIAL EXPLOSIONS
Section VIII:	POWER FAILURES
Section IX:	PROCEDURES RELATED TO THE USE OF EMERGE CENTER VEHICLES
Section X:	EVACUATION PROCEDURES

SECTION I

AFTER HOURS EMERGENCY NOTIFICATION

In the event of an accident, injury, fire, or other after-hours emergency, students will notify Emerge Center staff and as indicated, emergency response agencies.

1. Antonio Williams, Acting Assistant Director
Cell Phone: (662) 299-9348
 - Notify of all emergencies.
2. Apartment Manager
Voicemail: (228) 241 - 2240
 - Notify of all apartment emergencies.
3. Emerge Center Voicemail, Designated Back-Up
Phone: (228) 241-2240
 - Notify of all afterhours emergencies if Antonio and/or Apartment Manager are unavailable.
4. Police/Fire/Medical Emergencies
Phone: 911
 - Notify of health and/or security emergencies, including:
 - (a) Emergency Medical Assistance, including life-threatening accident, injury, or health emergency.
 - (b) Police Emergency, including threats of physical harm or damage/defacement of property.
 - (c) Fire Emergency, including fire/smoke/toxic smells; chemical spills (requiring HazMat Team) and weather emergencies.

SECTION II

FIRE SAFETY PLAN

1. The Emerge Center is a one-story building with administrative and classroom wings. Fire exits are located at the end of each corridor and are clearly marked.
 - (a) The Emerge Center building and apartments are smoke-free and have designated smoking areas.
 - (b) The Emerge Center has a fire alarm system that is automatically activated by heat and smoke sensors or can be manually activated by pulling the emergency lever.
 - (c) When activated, the fire alarm system automatically alerts the Long Beach Fire and Police Departments.
 - (d) Fire extinguisher is located across from the fire alarm box located next to the rear north exit.

- (e) The Emerge Center Director or the Director's designee will regularly inspect the Emerge Center to ensure that lighted exit signs are functioning properly, all fire extinguishers are operative, and all fire exits are free of obstacles.
2. In cooperation with the Long Beach Fire Department, the Director will conduct regular fire drills to ensure that staff and students are thoroughly familiar with their responsibilities during an emergency evacuation.
- (a) The Emerge Center Director will prepare and maintain a written record of each fire drill and may include the following information:
 - Date and time of the drill.
 - Observed problems that limited and/or delayed the safe and efficient evacuation of the building.
 - Time required to evacuate the building and meet at the designated assembly area.
 - Other observations about the evacuation process and its effectiveness.
 - Corrective actions to address any identified problems with the evacuation process.
 - (b) The written records of fire evacuation drills will include the findings/recommendations of fire officials and detailed information related to the fire drill and its effectiveness.
 - (c) The Director or the Director's designee will review with staff and students the Long Beach Fire Department's findings and recommendations.
3. The Emerge Center will ensure that staff and students are aware of all policies and procedures related to fire emergencies
- (a) The Emerge Center staff will receive annual in-service training on fire safety, the function and use of firefighting equipment, and the Fire Evacuation Plan.
 - (b) As part of their initial orientation, students will be trained on fire safety and evacuation procedures.
4. Fire Emergency Evacuation Procedures.
- (a) Students who locate or become aware of smoke or fire must immediately alert staff.
 - (b) In the event of a serious fire (one that activates or should have activated the fire alarm system), the Director or other staff person will initiate the following fire evacuation procedures:
 - The Director or other staff person will contact the Long Beach Fire Department by dialing 911 and will report the location of the fire and other important information to emergency responders.
 - If not automatically activated, the Director or other staff person will manually activate the fire alarm.

- If the fire alarm is activated, all areas of the Emerge Center will be checked by the Director or other previously assigned staff to assure that everyone has evacuated safely.
 - Without putting themselves in danger, a designated Emerge Center staff person will remove the student /staff emergency contact list from the building.
 - All evacuees must gather in the designated evacuation assembly area at least 75 feet from the building.
 - The Director or the Director’s designee will take attendance at the designated evacuation assembly area to ensure all staff, students, and visitors are accounted for.
 - Until emergency responders arrive, a designated staff person will continually monitor the front door to assure that no one enters the building.
 - The on-site Fire Marshal must be informed of anyone who is unaccounted for.
- (c) In an emergency, instructors are responsible for their students, including students who have stepped out of the classroom.

When the fire alarm is activated, if possible, staff will announce the location of the fire before directing students and visitors to evacuate using the nearest fire exit located away from the source of the fire.

Emerge Center instructors are responsible for their students until the Director or the Director’s designee has accounted for all staff, students, and visitors.

The "buddy system" is available to be used by deaf/blind staff and/or students in emergency evacuations. During the initial orientation, the Emerge Center Director will consult with deaf-blind individuals to determine whether they need and want help evacuating the building and, if so, to identify a “buddy” and alternate emergency evacuation “buddy.”

During lunch and/or break times, staff will assist in evacuating all students and visitors.

SECTION III

SEVERE WEATHER/HURRICANE /TORNADO PLAN

1. The Emerge Center has an All-Weather radio that continuously monitors weather conditions. The radio is located at the front reception desk.
2. Upon receiving the watch and/or warning signal, the Emerge Center Director or Assistant Director, will announce the weather emergency situation, current and anticipated conditions, and the appropriate action to be taken.
3. While evacuating to designated safe areas, all evacuees will follow official directions and remain calm and orderly to prevent panic and confusion.

4. To avoid injuries, no room with glass windows will be used as a safe area for taking cover.
5. Once the “all clear signal” has been sounded, an announcement will be made to resume normal activities.

SECTION IV

SECURITY PLAN (BOMB THREAT/CRISIS/LOCKDOWN PROCEDURE)

1. In the event of a bomb threat, the Emerge Center Director or the Director’s designee will contact the Long Beach Police to report the threat and to request emergency assistance by calling 911.
2. In the event a bomb or chemical device is reported to the Center by phone, the staff member taking the call will take the following steps:
 - (a) If possible, the individual taking the call should alert a nearby staff person to the emergency and to ask the other staff person to notify the Director or the Director’s designee.
 - (b) If a bomb threat is called in, immediately following the call, the staff person will notify the Emerge Center Director (or designee) and the Long Beach Police Department.
3. When receiving a bomb threat or other threatening call, the staff person should remain calm and, if possible, obtain additional information that may assist the Long Beach Police. Questions to ask include:
 - (a) When is the device set to go off?
 - (b) Where is it located?
 - (c) What type of device is it?
4. Evacuation procedures will be initiated immediately using the fire evacuation plan described in Section II.
5. In the event of a detonation, staff will follow the evacuation plan described in Section X.
6. Staff, students, and visitors may not return to the building until the police or other official authority has given the “all clear” indicating it is safe to return.
7. Staff and students will participate in annual training on safety procedures and in periodic fire and other emergency drills.
8. Students will be advised during their initial orientation that firearms, ballistic materials, and explosive devices are forbidden in the Center or on the premises, and the Long Beach Police will be contacted if a staff person or student brings a prohibited item or device on Emerge Center property.

9. If a suspicious package or device is found at the Emerge Center, staff will:
 - (a) Immediately notify the Long Beach Police Department.
 - (b) Provide all available information concerning the location and type of the package or device.
 - (c) Initiate the fire evacuation plan as described in Section II.

10. In case of other emergencies, the Emerge Center policy is as follows:
 - (a) If a security problem develops, whether it is an uncontrollable student or some other potentially dangerous situation, staff will stay calm and talk in a normal tone of voice.
 - (b) Notify the Emerge Center Director or the Director's designee.

11. In the event of a security crisis, such as a person with a gun, Emerge Center staff will attempt to initiate an emergency crisis lockdown.
 - (a) Staff, students, and visitors will Immediately move into a lockable secure area.
 - (b) Staff and students will wait for an official "all clear" announcement before returning to class.
 - (c) Do not open the door if someone knocks and you do not recognize the individual's voice.
 - (d) If possible, call 911 and advise the police of the emergency, your location, and the number of people with you.

SECTION V

MEDICAL /HEALTH EMERGENCIES

EMERGENCY PHONE: 911.

1. The Emerge Center uses the following medical emergency procedures:
 - (a) Fire extinguishers are located throughout the building, and staff have access to first aid kits to enable them to treat minor injuries.
 - (b) Emerge Center staff, including Apartment Managers, are trained to handle minor medical emergencies and can arrange to transport students to the nearest emergency room as needed.
 - (c) Staff receive annual Cardiopulmonary Resuscitation (CPR) training.
 - (d) Emerge Center staff receive training on the specific types of medical emergencies associated with diabetes and will discuss with diabetic students what actions to take in different types of emergencies.
 - (e) Staff will have access to first-aid kits and latex gloves.

- (f) The student's case record includes medical information that may be important in the event of a medical emergency. Given privacy laws and regulations, it is important that, before training begins, Emerge Center staff and/or the individual's counselor speak with the client to determine whether the client wishes to give written consent for the Emerge Center to share medical records with emergency medical personnel.
 - (g) Staff and student food preparation and serving areas are kept clean, and food is stored properly: either shelved, dry storage or refrigerated.
2. The Emerge Center maintains a record of severe medical emergencies, accidents, and injuries that occur during the instructional day.
- (a) Documentation of severe medical emergencies, accidents, and injuries is completed by the staff involved in responding to the emergency.
 - (b) The first person who responds to the emergency will summon assistance from others then will offer emergency medical assistance consistent with the responder's training and experience.

SECTION VI

BIOLOGICAL HAZARD RESPONSE PROCEDURES

1. If the Emerge Center receives a suspicious parcel, package, or letter with no return address, the staff person receiving the suspicious item will take the following actions:
- (a) Call 911 and advise the Long Beach Police of the situation.
 - (b) Using rubber gloves, place the suspicious parcel, package, or letter in a plastic garbage bag and tie off the top of the bag.
 - (c) Wash hands thoroughly.
 - (d) Secure the exposed area by locking the doors.
 - (e) If directed by Police or Fire Department authorities, evacuate the building.
2. If the Emerge Center receives an open parcel, package, or letter and/or if the item shows signs of powder residue, the staff person will take the following actions:
- (a) Call the Long Beach Police by dialing 911, report the situation, and ask for assistance.
 - (b) Using rubber gloves, place the open or leaking parcel, package, or letter in a garbage bag and tie off the top of the bag.
 - (c) Wash hands thoroughly.

- (d) Remove outer clothing, place the clothing into a garbage bag, and tie off the top of the bag
- (e) The Emerge Center will maintain a limited supply of scrubs to replace potentially contaminated clothing.
- (f) Staff will secure the area and will not allow anyone to enter the area until the Police or Fire Department authorities determine it is safe to return.
- (g) If directed by Police or Fire Department authorities, evacuate the entire building.

SECTION VII

RADIATION EXPOSURE, CHEMICAL SPILLS, GAS LEAKS, AND POTENTIAL EXPLOSIONS

1. In the event of a possible radiation exposure, gas leak, chemical spill, or potential explosion, the building and surrounding property will be evacuated.
2. Evacuation of the Emerge Center will be at the direction of the Director or the Director's designee or at the direction of Police or Fire Department authorities.
3. Building evacuation will be conducted as described in the fire evacuation plan (Section II).
4. Evacuation to an off-site location will be conducted as described in Section X.

SECTION VIII

POWER FAILURES

1. The Director or the Director's designee will report the power outage to Mississippi Power at (800) 532-1502.
2. The Emerge Center Director or the Director's designee will announce throughout the building that there has been a power outage and that staff, students, and visitors should remain calm.
3. After the power has been restored, the Director or the Director's designee will conduct a headcount of staff, students, and visitors to assure that everyone is accounted for.
4. The Director or the Director's designee will maintain a record of power outages lasting more than a few minutes and the actions taken during the power outage.

SECTION IX

PROCEDURES RELATED TO THE USE OF EMERGE CENTER VEHICLES

1. The Emerge Center maintains several vehicles. Each vehicle will be checked weekly prior to its continued use. A staff person is assigned responsibility for checking the vehicle and completing a service report and ensuring the required maintenance is completed before the vehicle is returned to service.
2. Each vehicle is equipped with the following safety equipment:
 - jumper cables
 - Bottled water
 - First-aid kit
 - Triangle markers
 - Vehicle operators' manual.
3. Vehicles may only be operated by staff who have a current driver's license and who operate the vehicle according to the Mississippi Department of Public Safety operators' manual.
4. A Vehicle Emergency Plan will be posted on the driver's side visor of each vehicle.
5. If it is necessary for the driver to use a cell phone, if not using a hands-free device, the driver should park or ask one of the passengers to make the call.
6. The vehicle's driver is responsible for passenger safety including ensuring all passengers use seat belts as required by state law.

SECTION X

EVACUATION PROCEDURES

1. Evacuation of the building and, when indicated, the entire Emerge Center property will be conducted as described in the fire safety plan (Section II).
2. The Emerge Center Director or the Director's designee is responsible for determining if an evacuation of the entire building, part of the building, or the Entire Emerge Center property is indicated.
3. Once it has been determined to evacuate the Emerge Center building or the entire property, the Director or the Director's designee will activate the fire alarm and will contact the Long Beach Police, Fire Department, and, if indicated, the nearest ambulance service.
4. The Emerge Center Director or the Director's designee is responsible for the use of safety supplies and equipment, including: first-aid kits, fire extinguishers, and flashlights.
5. If indicated, and with the prior written permission of the student, the Director or the Director's designee will provide emergency personnel with available information about the

student's medical history and, if possible, will provide emergency personnel with the student's medications.

6. Transportation to evacuate Emerge Center staff, students, and visitors will be provided by use of the Emerge Center's vehicles and emergency response vehicles.
7. Emerge Center evacuation location will be the MRDS offices in Gulfport located at 3486 Fastway Lane Gulfport, MS 39502.
8. The evacuation location is a safe place for staff, students, and visitors until arrangements have been made to provide food, lodging, and transportation as needed.
9. The Director or the Director's designee will advise staff and students when it is safe to return to the Center and resume normal activities.

Attachment B

STUDENT DRUG AND ALCOHOL POLICY

The Emerge Center is committed to fostering a safe, healthy, and productive learning environment for all students. The use of drugs and alcohol can have serious consequences not only for individuals but also for the entire program. Therefore, the following policy outlines our expectations regarding drug and alcohol use at the Emerge Center:

1. Prohibited Substances

The possession, use, distribution, or sale of illegal drugs or controlled substances at the Emerge Center (including the apartments) or while on Emerge Center confidence-building activities and events is strictly prohibited.

Marijuana is not permitted at the Emerge Center (including the apartments) or while on Emerge Center confidence-building activities and events.

The misuse or abuse of prescription medications, including sharing or selling prescription drugs, is also prohibited.

2. Alcohol Use

Students may not consume alcohol at the Emerge Center (including the apartments) or while on Emerge Center confidence-building activities and events.

Public intoxication, excessive consumption, and underage drinking are not tolerated at the Emerge Center (including the apartments) or while on Emerge Center confidence-building activities.

3. Emerge Center Apartment Policies

Emerge Center students, regardless of age, may not possess or consume alcohol in their apartments.

The use of drugs, including marijuana, is prohibited in student apartments.

4. Consequences for Violations

Violations of this policy will result in disciplinary action, which may include but is not limited to:

- A verbal or written warning
- Probationary period
- Restitution for damage or injury
- Suspension or expulsion from the Emerge Center
- Referral to law enforcement authorities, if warranted

5. Support and Resources

The Emerge Center is committed to supporting students who may be struggling with substance abuse issues. The student's counselor will assist the student to access counseling, support groups, and other resources to help the student address their substance abuse condition.

Students are encouraged to seek help from Emerge Center staff if they or someone they know is experiencing difficulties related to drug or alcohol use.

6. Education and Prevention

At their initial orientation, new students will be made aware of the Emerge Center's drug and alcohol policies and the consequences for violating drug and alcohol policies.

7. Compliance

All students are expected to familiarize themselves with and comply with the provisions of this policy.

Attachment C

PERSONAL DATA USE POLICY

Introduction

This Personal Data Use Policy outlines the principles and guidelines governing the collection, processing, and protection of personal data by staff of the Mississippi Emerge Center. We recognize the importance of safeguarding the privacy and security of individuals' personal information and are committed to ensuring compliance with applicable data protection laws.

1. Data Collection

We collect personal data only for lawful and legitimate purposes, and we do so transparently. Personal data may be collected directly from individuals or obtained through third-party sources, but only when necessary for the intended purpose. We will specify the purposes of data collection and obtain consent when required.

2. Types of Personal Data Collected

We may collect various types of personal data, including but not limited to:

- Contact information (name, address, email, phone number)
- Demographic information
- Date of birth
- Other information required for individuals seeking services from the Mississippi Office of Vocational Rehabilitation for the Blind

3. Data Processing

Personal data will be processed fairly, lawfully, and only for the purposes for which it was collected. We ensure that the data we process are accurate, relevant, and limited to what is necessary for the specified purposes. Any changes in the processing of personal data will be communicated to the individual client.

4. Data Security

We implement appropriate technical and organizational measures to safeguard personal data against unauthorized access, disclosure, alteration, and destruction. Our employees and third-party processors adhere to strict confidentiality and data protection obligations.

5. Data Retention

Personal data will be retained only for as long as necessary to fulfill the purposes for which it was collected, unless a longer retention period is required or permitted by law. Once the data are no longer needed, they will be securely deleted or anonymized.

6. Data Subject Rights

Individuals have the right to access, correct, or request the deletion of their personal data. We will promptly respond to such requests and provide information on the processing of personal data.

7. Data Sharing

We may share personal data with third parties, including service providers and partners, only when necessary for the provision of the services or other specified purposes. We ensure that any third party with access to personal data adheres to comparable data protection standards.

8. Data Breach Response

In the event of a data breach, we will make reasonable efforts to promptly assess the impact, take necessary steps to mitigate harm, and notify affected individuals and relevant authorities in accordance with applicable laws.

9. Policy Review

This policy will be regularly reviewed and updated to ensure its continued effectiveness and compliance with evolving data protection regulations.

10. Contact Information

If you have any questions or concerns regarding the use of your personal data, please contact your vocational rehabilitation or Independent Living for the Blind counselor.

Attachment D

APARTMENT POLICIES

The Emerge Center leases apartments at the Long Beach Station Apartment Complex, located at 210 2nd Ave, Long Beach, MS, for participants in our training programs. Living at our apartments is included as part of the training costs of the Independence Training Program (ITP). While students are not renters, the typical responsibilities of renters apply, such as maintaining clean apartments, removal of trash, and generally being good neighbors to their fellow students and residents of the complex. In addition, maintaining a clean and healthy living environment is part of the residential goals for many students. Maintaining these residential guidelines are contingent on continuous participation in the program.

Safety and Support

The Mississippi Emerge Center for the Blind is committed to ensuring that each student feels welcome and enjoys their stay at Long Beach Station Apartments. Feeling at home and living in a safe and healthy environment is our highest priority.

Our residential manager lives onsite and will be available to assist students when needed at any time, day or night. Other staff members are on-call at all times. All students will receive a list of staff members with their phone numbers and are encouraged to call for support when needed.

For the student's safety and well-being, Center staff (or a designated representative) has the right to enter the student's apartment on an as-needed basis. If we need to enter the apartment, we will attempt to notify the student in advance unless it is urgent in nature, such as if an absent student does not respond to phone calls. It is critical that we have full access to the student's apartment.

Students may not make modifications to their apartment, furnishings or appliances, including changing locks.

Mail and Package Delivery

For security purposes, students will receive all mail and packages at the Emerge Center. Grocery deliveries outside of class time, such as evenings and weekends, are permitted.

Roommates

Each student will be assigned to live with a roommate. Our two bedroom, one bath apartments can easily accommodate two students. We do our best to match roommates. Requests to change roommates may be made to the director or designee, and students may move upon approval.

Check-In Procedures

Each student will meet with a staff member to review the general condition of their apartment. If there are any issues, they will be noted so that the student will not be held responsible at time of check-out. The student will receive an apartment orientation to review the furnishings of the apartment, including furniture, kitchen items, and large and small appliances, which are provided by the center. Each student will receive instruction in how to operate all appliances.

Check-Out Procedure

Students may live at the apartments while enrolled in programs at the Center. Following completion of the program, the student is required to move out within 48 hours. Each student will meet with a staff member to review the condition of their apartment. We expect that each apartment will be clean at check-out. The student may be held liable for apartment damage beyond normal wear or unusual or extraordinary cleaning costs. We reserve the right to donate or discard any belongings left in the apartment at departure.

Alcohol Free Policy

No alcoholic beverages are allowed at Emerge Center apartments. Violation of this policy may result in suspension or termination.

Policy on Marijuana

In accordance with Federal law, the Mississippi Emerge Center for the Blind does not permit the use of marijuana at any time while attending programs and activities of the Mississippi Emerge Center for the Blind. Violation of the policy may result in suspension or termination.

Smoke Free Environment

Students who smoke tobacco products may smoke at designated smoking areas away from the buildings and are expected to keep the area clean of refuse. Smoking in apartments is not permitted.

Your Home Away from Home - Peace and Quiet

Please remember that you are living with a number of other individuals. Do not create loud disturbances. Keep music turned down or use headphones. Quiet time is 10:00pm – 6:00am.

Trash Removal

Students are expected to throw away trash in the dumpster regularly. We appreciate students picking up trash on grounds of the apartments to maintain a clean and welcoming environment for everyone.

Inspections

As part of the student's program, we require each student to keep their apartment clean and orderly. Inspections will occur on a regular basis. If the apartment does not pass inspection, extra inspections may be added. A student may be placed on probation or terminated if the student does not maintain a clean and healthy living space.

Fire Code

In compliance with the fire code, all entrances, hallways, landings and stairways must remain unobstructed at all times. No personal items may be stored or left outside of the apartment at any time.

Firearms, Other Weapons, and Explosives (Including Fireworks)

The possession of firearms, ammunition, other weapons (including knives, swords, etc.) and fireworks is not permitted at the Center or the apartments.

Dog Guide Policy

We welcome students who use dog guides. However, dogs may not run freely around apartment property. Dog handlers must ensure that dogs are not causing any damage to our apartments or to the grounds. Dogs must be kept off furniture. All waste must be disposed of properly in the dumpster.

Overnight Guests

Living at Long Beach Station Apartments is part of the learning environment at the Emerge Center. Thus, we encourage our students to limit guests so that they will gain the most out of their program. Family and friends who wish to visit may find reasonable hotels close by. Overnight guest at the apartments must be pre-approved by the director or designee, and the student's roommate must also feel comfortable with an overnight guest.

Attachment E

STUDENT INFORMED CONSENT AND AGREEMENT

Confidence-building Activities

Emerge Center training requires participation in a variety of physical activities, including activities that may be difficult or strenuous. Training may also be emotionally challenging, demanding, and even stressful. Examples of activities include walking, climbing steps, crossing streets, walking on uneven or slippery surfaces, and exiting buses and other vehicles. Additional activities include preparing food, cooking, and using household cleaners. Other activities may involve the use of tools used in home repair projects. Some outdoor activities may require exposure to heat, wind, and rain. The training may also involve more physically demanding activities, such as hiking, rock climbing, horseback riding, and participating in water sports. To provide opportunities to develop alternative non-visual techniques for performing tasks to work and live independently, learning shades are worn during training and confidence-building activities.

Emerge Center students will encounter members of the public on the streets, in stores, and other locations. It is not acceptable for the public to touch students in any way that makes them feel uncomfortable. Therefore, students will learn self-advocacy skills and ways of managing interactions with the public.

Setting

The Emerge Center training takes place in a mixed gender setting with 10 or more students. The Emerge Center is a residential program. Students live in two-bedroom apartments. The training includes instruction to help the students gain non-visual blindness skills and is provided in a variety of classroom, lab, field, and seminar settings. The Center is not a medical facility, and there are no medical or health professionals on staff. Medical, mental health, and pharmaceutical services are available in the Long Beach community.

Physical Contact

Emerge Center training involves some physical contact. For example, you may need to touch the hands, arms, back, or shoulders of an instructor to learn specific non-visual techniques. Likewise, an instructor may need to touch your hands, arms, back, or shoulders while instructing you in a

specific non-visual technique. Such contact is done in a professional manner, and the Emerge Center staff has received training on appropriate touch required during training.

Whenever possible, the instructors will ask for your verbal consent prior to initiating physical contact. The instructor may ask you to place your hands on the instructor's hands. This is called the hand-under-hand technique. At times, the instructor may need to guide your hands using a hand-over-hand technique with the instructor's hand over yours. If you feel uncomfortable with the contact at any time, you should let your instructor know and disengage from the physical contact.

Unintentional, incidental, or accidental physical contact may occur with staff or other students. However, if you are touched in a manner that makes you feel uncomfortable or in a manner you believe to be inappropriate, immediately report the contact to Dorothy Young, Director of the Office of Vocational Rehabilitation for the Blind at [phone number], Antonio Williams, Acting Emerge Center Assistant Director [phone number], or your rehabilitation counselor. If you believe the inappropriate contact is a violation of law, you should immediately report the contact to appropriate law enforcement.

Emergency Evacuation

During an emergency, there may not be time to ask for your consent before initiating contact; however, once the emergency has passed, the staff person will explain why the emergency made it impossible or dangerous to ask your prior consent. It is possible that an emergency may arise that could result in the need to evacuate the Emerge Center immediately without assistance. If staff or emergency personnel are not immediately available to help, you may have to evacuate the Center on your own. As part of training, you will learn the location of exits and established emergency evacuation meeting points.

CONSENT AND AGREEMENT

I hereby consent to the foregoing, and I assume the risks associated with any of the described training or activities.

I further agree to tell my Vocational Rehabilitation Counselor if I have a physical or mental condition that might restrict or impact my participation in the foregoing training or activities. I agree to discuss any such condition I may have with the Emerge Center Director so the Director may work with my Vocational Rehabilitation Counselor to determine if the Emerge Center training is appropriate to meet my blindness skills needs and to identify any necessary modifications to the training. I agree to tell my Vocational Rehabilitation Counselor if I have a sensitivity to touch or physical contact. I will also discuss this sensitivity with the Emerge Center Director so the Director may work with my Vocational Rehabilitation Counselor to determine whether and what any modifications may be necessary.

Date: _____

Consumer/Student Printed Name: _____

Consumer/Student Signature: _____

Title 32: Rehabilitation Services
Part 3: Vocational Rehabilitation for the Blind
Subpart 3: Business Enterprises of Mississippi
Chapter 1: Policy Manual

BUSINESS ENTERPRISES OF MISSISSIPPI
POLICY MANUAL

Table of Contents

SECTION 1 DEFINITIONS

SECTION 2 THE HISTORY OF BUSINESS ENTERPRISES OF MISSISSIPPI (BEM)

SECTION 3 LEGAL AUTHORITY

- 3.1 State Laws
- 3.2 Federal Laws
- 3.3 Business Enterprises of Mississippi Regulations
- 3.4 Business Enterprises Manual

SECTION 4 PURPOSE AND ORGANIZATIONAL STRUCTURE

- 4.1 Purpose
- 4.2 Responsibilities of the State Licensing Agency
- 4.3 Organizational Structure
- 4.4 Responsibilities of the Business Enterprises Director
- 4.5 Responsibilities of the Regional Manager
- 4.6 Responsibilities of the Business Enterprises Trainer
- 4.7 Responsibilities of Business Consultants
- 4.8 Responsibilities of Maintenance Technicians
- 4.9 Responsibilities of the Warehouse Officer / Technician
- 4.10 Conduct of BEM Employees
- 4.11 Policy of Nondiscrimination

SECTION 5 RESPONSIBILITIES OF THE BLIND VENDOR

- 5.1 Requirements of All Blind Vendors
- 5.2 Performance Standards
- 5.3 County or City Licensing Fees

SECTION 6 THE STATE COMMITTEE OF BLIND VENDORS

- 6.1 General
- 6.2 Committee Bylaws

- 6.3 Functions of the State Committee of Blind Vendors
- 6.4 Active Participation

SECTION 7 FUNDING

- 7.1 Set-Aside Funds
- 7.2 Federal Unassigned Funds
- 7.3 Non-Federal Unassigned Funds
- 7.4 Expenses Paid by Blind Vendor

SECTION 8 REFERRAL AND TRAINING

- 8.1 Cooperation Between Business Enterprise Consultant and Vocational Rehabilitation Counselor
- 8.2 Evaluation
- 8.3 Entry Level Training
- 8.4 Delinquent BEM Account Qualifications

SECTION 9 LICENSING OF BLIND VENDORS

- 9.1 Certified for Placement List
- 9.2 Initial Assignment
- 9.3 Licensing of Blind Vendors
- 9.4 Trial Period
- 9.5 Issuance of License
- 9.6 Termination of License
- 9.7 Non-Disciplinary Termination of License

SECTION 10 ASSIGNMENT OF VENDING FACILITIES

- 10.1 Bidding Process
- 10.2 Selection Process
- 10.3 Temporary Assignments
- 10.4 Emergency Assignments or Temporary Assignments Due to Unique Circumstances
- 10.5 Lateral Transfers

SECTION 11 BEM OPERATING AGREEMENT

- 11.1 General
- 11.2 Contents of Operating Agreement
- 11.3 Duration of Operating Agreement
- 11.4 Distribution of Signed Vendor's Agreement

SECTION 12 SANCTIONING OF A BLIND VENDOR'S LICENSE

- 12.1 Grounds for Sanctioning
- 12.2 Notice of Probation
- 12.3 Right to Bid
- 12.4 Repeated Probations
- 12.5 License Revocation Not Requiring a Probationary Status
- 12.6 Distribution of Probation Letters
- 12.7 Complying with the Terms of Probationary Status

SECTION 13 EMERGENCY REMOVAL OF A VENDOR

- 13.1 Removing the Blind Vendor
- 13.2 The Agency's Responsibilities

SECTION 14 USE OF TEAMING PARTNERS

- 14.1 When Teaming Partners are Permissible
- 14.2 Criteria for a Military Dining Teaming Partner
- 14.3 Full-Service Vending
- 14.4 Branded Concepts
- 14.5 Failure to Be Engaged

SECTION 15 CONTINUING EDUCATION / UPWARD MOBILITY

- 15.1 General

SECTION 16 GUIDELINES FOR LOCATIONS OF VENDING FACILITIES

- 16.1 Employers Contact Report (BEM-1)
- 16.2 Location Criteria Guidelines

SECTION 17 ESTABLISHING A NEW VENDING FACILITY

- 17.1 Initial Start-Up of New Vending Facilities
- 17.2 Vendor Secured Locations

SECTION 18 POLICY FOR CLOSING VENDING FACILITIES

- 18.1 Consideration for Closure

SECTION 19 RENOVATION OF VENDING FACILITIES

SECTION 20 MERCHANDISE

- 20.1 Quality Control
- 20.2 Display of Merchandise
- 20.3 Typical Variety of Merchandise

- 20.4 Selling Prices
- 20.5 Initial Stock
- 20.6 Inventory of Merchandise

SECTION 21 VENDING FACILITY EQUIPMENT

- 21.1 Purchase of Equipment
- 21.2 Transfer of Equipment
- 21.3 Storage of Equipment
- 21.4 Salvage of Equipment Parts
- 21.5 Transmittal of Procedure for Disposal
- 21.6 Telecommunication Equipment
- 21.7 Repair of Equipment

SECTION 22 REPORTS

- 22.1 Reports by Vendor to BEM
- 22.2 BEM Reports to Vendors

SECTION 23 FACILITY OBSERVATION AND QUARTERLY SITE VISIT REPORT

- 23.1 Facility Observation Report
- 23.2 Quarterly Site Visit Report

SECTION 24 DUE PROCESS PROCEDURES

- 24.1 Administrative Review Procedure
- 24.2 Full Evidentiary Hearing
- 24.3 Arbitration

SECTION 25 CONFIDENTIALITY

SECTION 1 DEFINITIONS

The definition of terms contained in this Policy Manual are the same as outlined in Section 1.2 of the Business Enterprises of Mississippi (BEM) Rules and those found at 34 C.F.R. 395.1.

SECTION 2 HISTORY OF BUSINESS ENTERPRISES IN MISSISSIPPI

In 1936, Congress passed and President Franklin Roosevelt signed into law, the Randolph-Sheppard Act, authorizing the blind to operate vending facilities in federal buildings. The Act was strengthened by amendments enacted in 1954 and 1974. The program authorized by that legislation made possible in the years to follow a means of employment through entrepreneurship for blind people in Mississippi and throughout the country.

The year after the Randolph-Sheppard Act was signed into law, Mississippi Vocational Rehabilitation for the Blind applied for designation to be the state licensing agency on March 9, 1937. The Agency then began opening vending facilities in 1938 with an appropriation from the legislature of \$1,000.00. Subsequent appropriations of \$1,000.00 were received during the legislative sessions of 1939, 1940 and 1942.

The first vending facility was established in October 1938 in the Vicksburg Post Office. Mr. David Dicks became the Vendor of this vending facility and managed it continuously until his retirement in April 1972. A second vending facility was opened in the Jackson Post Office shortly after the Vicksburg facility was opened. Mrs. Hazel Dunn and her husband managed it until July 1971 when they both retired. Both of these vending facilities had continuous operation by the same person for more than thirty years.

Two additional vending facilities were opened in Greenwood and Picayune. The Greenwood vending facilities closed when the Vendor recovered their sight, and the Picayune vending facility was closed when the Vendor retired.

In 1944, Mississippi Vocational Rehabilitation for the Blind formally established the Business Enterprises of Mississippi. The four facilities referenced above became part of the BEM. The establishment of the program was made possible with the expansion of the Vocational Rehabilitation Act in 1943 which created the availability of federal VR funds that could be spent in a state Business Enterprises Program. Presently, there are numerous vending facilities operating in all three regions of the state.

In order to establish better communication and closer involvement between the Blind Vendors and the administrative staff, the Business Enterprises Committee of Blind Vendors was organized in 1972 which was a full two years before Congress amended the Randolph-Sheppard Act requiring the establishment of such a Committee. The Committee has been active in program and policy decisions since that time. The Business Enterprises of Mississippi still presents an excellent opportunity to legally blind clients who want to go into business.

SECTION 3 LEGAL AUTHORITY

The Mississippi Department of Rehabilitation Services (MDRS) has the authority, as the State Licensing Agency, to operate a Business Enterprises Program (the “Program”) under both state and federal laws.

3.1 State Laws

The State Licensing Agency's legal authority to perform the functions necessary for the administration of the program, including its authority to issue regulations having the force and effect of law within the State is contained in the following State Laws:

- Laws 1989, Chapter 434, Section 1, Mississippi Vocational Rehabilitation for the Blind Law. Effective July 1, 1989
- Laws 1985, Section 43-3-93, Mississippi Code of 1972, effective July 1, 1985

3.2 Federal Laws

Authority is also given to MDRS as a State Licensing Agency for the Business Enterprises of Mississippi from the following federal laws:

- The Rehabilitation Act as amended through P.L. 114-95, and,
- 20 U.S. Code, 107-107F as amended, 1974 commonly referred to as the Randolph-Sheppard Act and the implementing regulations found at 34 C.F.R. 395, and any Technical Assistance Circulars issued by the U.S. Rehabilitation Services Administration which can be found at <https://rsa.ed.gov/about/programs/randolph-sheppard-vending-facility-program>.

3.3 Business Enterprises Regulations

MDRS, with the active participation of the Committee of Blind Vendors, has developed program rules and regulations which have been promulgated in accordance with State of Mississippi requirements. These regulations lay out the framework for how the Business Enterprises of Mississippi is to be administered. The rules and regulations are binding upon both the Agency and Blind Licensees.

3.4 Business Enterprises Policies and Procedures Manual

Policies and procedures implementing the program rules and regulations specific to Business Enterprises of Mississippi are contained within this Policy and Procedures Manual (sometimes referred to as “Policy Manual”). The policies contained herein are binding upon both the SLA and Blind Licensees. When implemented, this Manual replaces the previous Policy Manual and any other policies in place at the time.

SECTION 4 PURPOSE AND ORGANIZATIONAL STRUCTURE

4.1 Purpose

The purpose of the Business Enterprises of Mississippi is to provide blind persons with remunerative employment, enlarge the economic opportunities for the blind, and stimulate the blind to greater efforts to make themselves self-supporting.

4.2 Responsibilities of the State Licensing Agency

It is the responsibility of the BEM to provide necessary management services to ensure, to the extent practicable, the success of the Program and of individual Blind Vendors. As such, the responsibilities of the State Licensing Agency (SLA) include:

- A. The SLA will recruit, train, and license blind persons to operate vending facilities in Mississippi, and take such action as necessary to terminate licenses for reasons outlined in Section 2.5 of the BEM rules.
- B. The SLA shall provide all management services as required by 34 C.F.R. 395.3(11)(ii);
- C. At all times, the SLA shall comply with the Randolph-Sheppard Act, its implementing regulations, the BEM rules, and the provisions of this Policy Manual.
- D. In administering all aspects of the program, the SLA will not discriminate on the basis of sex, age, physical or mental impairment, creed, race, color, national origin, or political affiliation and will comply with all applicable federal and state laws related to discrimination.
- E. The SLA will provide an accessible copy of the Rules and the Business Enterprises of Mississippi Policy Manual to each Vendor and will take steps to ensure the Vendor understands the requirements contained therein.
- F. The SLA will ensure that the Rules and Business Enterprises of Mississippi Policy Manual are implemented fairly and uniformly.
- G. The SLA will ensure that all documents are provided to the Vendors in an accessible format of the Vendor's choice.
- H. With the exception of soft drink machines made available to the Vendor through the bottlers at no cost, all necessary equipment, including vending machines, and any other items deemed appropriate by the SLA for the successful operation of the Vending Facility, will be provided by the Agency for the use and benefit of the Vendor.
- I. To the fullest extent feasible, the SLA shall ensure that all customers of vending facilities have the ability to make purchases using credit or debit cards, and will provide the necessary equipment to facilitate this. An exception may be granted if the SLA and Vendor jointly determine that credit / debit card readers do not represent a sound business decision. In this context, a sound business decision shall be defined as an economic opportunity that offers significant value to the business.
- J. Except for routine maintenance (i.e., changing of light bulbs, price changes, and routine cleaning), all maintenance of vending facility equipment, including preventive maintenance, shall be performed by the Agency. Equipment will be maintained in good repair by the Agency. If repairing certain equipment is not cost effective, the item or items will be replaced by the Agency.
- K. The Agency shall provide all merchandise, supplies, and additional allowable support necessary to begin operation of the Vending Facility during the first six-month establishment period after a Blind Vendor is inventoried into a vending facility. These

support services during the establishment period may be provided as a Vocational Rehabilitation service if the individual has an open case or by the Program.

- L. The Agency shall assign a Business Consultant and shall provide management services to ensure adequate oversight and supervision to all vending facilities pursuant to 34 C.F.R. 395.3(11)(ii).
- M. The Business Consultant having responsibility for the assigned Vending Facility shall be available if needed to assist in resolving problems and assuring that all appropriate and necessary support services are provided for the efficient and effective operation of the Vending facility.
- N. If problems arise concerning the operation of a Vending Facility, all correspondence or complaints are to be forwarded to the SLA. Minor issues can be resolved by the Blind Vendor, and if necessary, with the assistance of their Business Consultant. Serious issues that jeopardize the existence of the facility or require the sanctioning of a Vendor's license, shall be addressed by the SLA, and shall be brought to the attention of the Chair and Vice Chair of the Committee for input. It is the responsibility of the Blind Vendor to refer any and all building management issues to the SLA to ensure compliance with all laws and policies governing the Randolph-Sheppard Program. Permit negotiations, relocation of facilities and/or vending machines, requests for additional equipment and/or services, and unresolved complaints, shall be the sole responsibility of the Agency.
- O. The Agency shall make continuing education / upward mobility training available to the Vendor to afford an opportunity to enhance skills and to improve earning potential.
- P. The Agency, with active participation of the Committee of Blind Vendors, shall conduct surveys of potential vending facilities and make every effort to create new opportunities for Blind Vendors within the scope of the priority given under the state and federal laws as well as private sector locations not governed by any priority. Criteria for establishing and closing vending facilities shall be contained in the Business Enterprise Program Manual.
- Q. The Agency shall work collaboratively with the Committee of Blind Vendors and ensure its active participation in all major administrative decisions affecting the overall operation of the program pursuant to 34 C.F.R. 395.14.
- R. If funds are available and approved by a majority vote of all Vendors, the SLA shall share federal unassigned income on a quarterly basis in accordance with 34 C.F.R. 395.8.
- S. At all times the Agency shall be committed to the highest standards of ethical conduct in the performance of their obligations to Blind Vendors, suppliers, property management officials, SLA colleagues, and others with whom they have contact.

4.3 Organizational Structure

The Business Enterprises of Mississippi is organizationally located in the Mississippi Department of Rehabilitation Services (MDRS). The Executive Director of MDRS has ultimate responsibility for the BEM. The Director of the Office of Vocational Rehabilitation for the Blind (OVRB) reports to the Executive Director and supervises the Director of the Business Enterprises of Mississippi. If the Director of the OVRB position is vacant, the Executive Director shall designate someone to perform the duties specifically assigned to that position in this Manual. Likewise, if the Director of BEM position is vacant, the Director of OVRB or their designee shall perform the duties of the BEM Director.

Other BEM positions include:

- A. Business Enterprises of Mississippi Regional Manager;
- B. Business Enterprise Consultants;
- C. Business Enterprises Trainer
- D. Maintenance Technician;
- E. Warehouse Officer / Technician; and,
- F. Administrative Assistant.

This list is provided as a general guide as to the BEM positions funded at the time this Policy Manual was promulgated. There is no obligation to staff at this level and additional positions may be added if determined necessary after allowing the Committee of Blind Vendors the opportunity to actively participate in such decision. The goal of these staff members is to create and expand opportunities for Blind Vendors trained and licensed by MDRS, to provide support that is necessary to ensure the highest quality of service to customers, as well as a financial return to all Vendors that will allow them to be self-sufficient.

4.4 Responsibilities of the Business Enterprises Director

The Director of the Business Enterprises of Mississippi has oversight responsibilities for the Business Enterprises of Mississippi and will have direct communication with all BEM staff and the Committee of Blind Vendors to ensure an effective and efficient operation that meets the program purpose as spelled out in Section 4.1. The Director shall ensure that the State Licensing Agency provides supervision and management services as required by 34 C.F.R. 395.3(a)(11)(ii).

The BEM Director reports to the Director of OVRB and is responsible for planning, directing, and supervising all aspects of the BEM. The Director shall:

- A. Provide oversight and direction to ensure the BEM fulfills the stated goal of enlarging economic opportunities for the Blind;
- B. Provide supervision to staff assigned and perform personnel duties associated with said supervision;
- C. Interpret State and Federal laws and regulations and ensure compliance;
- D. Develop policy and manual changes as needed and administer the BEM in accordance with said Policy Manual;
- E. Strategically plan for the future including having a plan for growth of the BEM;
- F. Oversee the process for licensing including ensuring a strong training program for new candidates;
- G. Negotiate and process agreements, contracts, and permits;
- H. Ensure an effective in-service training program and provide administrative / technical support to all BEM staff;

- I. Approve purchases requested by BEM Consultants;
- J. Process contracts or agreements for third-party vending, ensure compliance by the Vendor, and monitor payments of commissions and ensure the accuracy thereof;
- K. Provide assistance and consultation on difficult problems;
- L. Monitor prompt payment of all facility accounts;
- M. Schedule installation, repairs, replacement of equipment, and removal of vending facility equipment;
- N. Prepare specifications and solicit bids for major equipment purchases;
- O. Develop annual budget for BEM with the OVRB Director and Committee of Blind Vendors;
- P. Solicit input from the OVRB Director when opening or closing a vending facility, when selecting a Blind Vendor for a vacant vending facility, when placing a Vendor's license in probationary status, and when removing a Vendor from a vending facility or the Program;
- Q. May recommend to the OVRB Director termination of a Blind Vendor's license;
- R. Oversee collection and disbursement of set aside funds (if applicable) and preparation of summary documents that report Vendor operations and delinquent accounts;
- S. Coordinate provision of direct support and management services to Vendors and review or approve all support expenditures and monitor all case documentation;
- T. Oversee and coordinate all facets of the transfer and promotion system including preparation of bid announcements;
- U. Prepare Federal, State and Agency reports as assigned;
- V. Maintain a comprehensive inventory of all equipment purchased;
- W. Ensure the active participation of the State Committee of Blind Vendors in all major administrative and policy decisions affecting the overall operation of the program in accordance with [Technical Assistance Circular TAC 21-01](#) dated December 15, 2020;
- X. Work collaboratively and ensure effective communication with the Chair and Co-Chair of the Committee of Blind Vendors while ensuring that decisions requiring active participation are presented to the full Committee;
- Y. Participate in all meetings of the State Committee of Blind Vendors;
- Z. Provide necessary support to the State Committee of Blind Vendors so it can sponsor the annual meeting as required by federal law;

AA. Perform public relations and marketing duties as necessary; and,

- BB. Stay abreast of industry trends and best practices and communicate knowledge gained to staff and Vendors as appropriate.

4.5 Responsibilities of the Regional Manager

The Business Enterprises of Mississippi Regional Manager reports to the BEM Director and will have direct communication with all BEM staff when needs arise in any area. The Regional Manager shall:

- A. Provide oversight and direction to ensure the BEM fulfills the stated goal of enlarging economic opportunities for the Blind;
- B. Provide supervision to BEM Consultants and maintenance personnel and perform personnel duties associated with said supervision;
- C. Provide for training and administrative / technical support to BEM Consultants;
- D. Approve submissions by BEM Consultants' and facility file records;
- E. Provide assistance and consultation on difficult problems;
- F. Schedule installation, repairs, replacement of equipment, and removal of vending facility equipment;
- G. Provide input to the BEM Director on the annual budget for BEM;
- H. Coordinate provision of direct support services to Vendors and review and monitor all case documentation;
- I. Provide input on preparation of Federal, State and Agency reports;
- J. Maintain comprehensive inventory of all equipment purchased;
- K. Actively participate in the State Committee of Blind Vendors meetings and the annual meeting;
- L. Develop and coordinate with other staff members training for agency BEM personnel and Blind Vendors;
- M. Provide counseling on best business practices to the Vendors;
- N. May recommend to the BEM Director disciplinary action against a Blind Vendor's license;
- O. Participate in the evaluation and recommendation of new facility locations;
- P. Be responsible for survey(s) of new vending facility locations;
- Q. Search out new vending facility locations, negotiate permits or contracts, help develop the facility design, and help purchase initial stock and equipment;
- R. Ensure that new trainees are provided on-the-job training;
- S. Check on repair work and instigate preventive maintenance training;
- T. Investigate consistent low earnings and/or sales loss in vending facility and initiate remedial training of the Vendor if appropriate;

- U. Be responsible for ensuring the temporary operation or closure of the vending facility in the absence of a Vendor
- V. Recommend closure of vending facilities to the Business Enterprises Program Director when appropriate;
- W. Be responsible for visiting and supervising the vending facilities and performing other duties of the Consultants when necessary;
- X. Perform public relations and marketing duties as necessary; and,
- Y. Stay abreast of industry trends and best practices and communicate knowledge gained to staff and Vendors as appropriate.

4.6 Responsibilities of the Business Enterprises Trainer

- A. Develop the curriculum for entry-level training with the active participation of the Committee;
- B. If a third party is being utilized to provide this training, provides input to the Director on the selection of that third party and coordinates training with the contractor;
- C. Schedule classes and provides training to all candidates for licensure;
- D. Work with the Regional Manager to schedule and arrange for on-the-job training (OJT) for candidates who have completed the formal training;
- E. Visit individuals during their OJT training to assess progress;
- F. Visit those individuals who have been placed into their first assignment for their 6-month establishment period and provides support and training as necessary;
- G. If an individual applies for a waiver from the entry-level training, review the documentation supporting the waiver request and provides input to the Director of the Office of Vocational Rehabilitation for the Blind;
- H. Make upward mobility training available to Blind Vendors either internally or externally;
- I. Design customized training for Blind Vendors who have identified performance issues;
- J. Plan and coordinate, with the active participation of the Committee, the annual Blind Vendor training conference;
- K. Oversee training of new BEM staff and develop ongoing staff training;
- L. Participate in all meetings of the State Committee of Blind Vendors;
- M. Perform public relations and marketing duties as necessary;
- N. Stay abreast of industry trends and best practices and communicate knowledge gained to staff and Vendors as appropriate; and
- O. Serve as a resource to the BEM Director.

4.7 Responsibilities of the Business Consultants

The Business Consultant reports to the Regional Manager. The Consultant is responsible for working directly with the Vendors in an effort to fulfill the purposes as outlined in Section 4.1. The Consultant shall:

- A. Provide consultation to the Blind Vendors on best business practices and ways to enhance their business opportunities in order to maximize profits while ensuring high quality customer service;
- B. Ensure that adequate merchandise and other allowable supports are provided to the Blind Vendor during the 6-month establishment period after the Vendor is inventoried into a facility.
- C. Ensure that all vending facilities assigned to the Consultant are operated in accordance with this Policy Manual and all applicable State and Federal laws/regulations;
- D. Conduct site surveys on potential new vending facilities and participate in the evaluation and recommendation of new facility locations;
- E. Search out new vending facility locations, assist in negotiating contracts / permits, help develop the facility design, and make recommendations regarding the initial stock and equipment;
- F. Provide consultation to Vocational Rehabilitation for the Blind Counselors in the establishment of vending facilities and businesses in areas other than the Business Enterprises Program;
- G. Provide on-the-job training to the Vendors;
- H. May recommend to the BEM Regional Manager disciplinary action against a Blind Vendor's license;
- I. Check on repair work and instigate preventive maintenance training;
- J. Investigate consistent low earning facilities or net losses in vending facility sales / profits and initiate a corrective action plan to enhance profitability;
- K. Follow up on complaints about a vending facility, and if problems are substantiated, create a corrective action plan;
- L. Ensure the temporary operation or closure of the vending facility in the absence of a Vendor;
- M. Help train the Vendors on accounting procedures to ensure accuracy of reporting;
- N. Recommend closure of vending facilities to the Business Enterprises Program Regional Manager;
- O. Serve as liaison between host facility and the Vendor;
- P. Be responsible for visiting and supervising the vending facilities assigned to the Consultant;

- Q. Arrange with the Vendor and visit vending facilities on at least a monthly basis; observe and prepare a Monthly Observation Report after each; and provide said report electronically in an accessible format to the Vendor;
- R. Arrange with the Vendor and conduct a quarterly site visit and detailed inspection, prepare a Facility Quarterly Report, and provide said report electronically in an accessible format to the Vendor;
- S. Send a copy of the Monthly Observation Report and Facility Quarterly Report to the BEM State Office. For active rehabilitation cases, a copy of the Contact Report will be sent to the client's Casework Counselor;
- T. Maintain files on vending facilities assigned to the Consultant. These files should include Monthly Observation Reports and monthly financial reports submitted by the Vendor;
- U. Notify Vendors of delinquent accounts and secure payment and/or submission of reports;
- V. Be responsible for equipment and inventory duties related to assigned vending facilities. A monthly list of transferred equipment will be sent to the BEM Consultant from the BEM State Office;
- W. Keep abreast of all information that has an effect on the operation of the Business Enterprise Program;
- X. Assist the Vendor in developing sanitation and safety procedure;
- Y. Assist the Vendor with purchasing, pricing, customer relations, and inventory;
- Z. Assist the Vendor with ascertaining prices in the general area to ensure the Vendor's prices are competitive and they are able to meet performance standards;
- AA. Abide by all program rules and this Policy Manual, as well as State and Federal laws/regulations;
- BB. Stay abreast of industry trends and best practices and communicate knowledge gained to staff and Vendors as appropriate; and,
- CC. Perform public relation and marketing duties as appropriate.

4.8 Responsibilities of the Maintenance Technicians

The Maintenance Technicians report to the Regional Manager. The Maintenance Technician shall:

- A. Make equipment repairs and maintain all state-owned BEM equipment used in the vending facility;
- B. Be responsible for the installation of vending machines and equipment;
- C. Train Vendors in the care and use of the vending equipment;

- D. Make recommendations on machine and equipment purchases;
- E. Advise on electrical needs;
- F. Advise on prevention of equipment breakdowns;
- G. Move equipment from one location to another;
- H. Complete property salvage reports; and,
- I. Be responsible for inventory report on transfer.

4.9 Responsibilities of the Warehouse Officer / Technician

The Warehouse Officer / Technician reports to the Regional Manager. The Warehouse Officer / Technician shall:

- A. Make equipment repairs and maintain all state-owned BEM equipment used in the vending facility;
- B. Strategically manage the equipment warehouse to ensure the maximization of utilization of assets;
- C. Oversee receiving, warehousing, distribution, and maintenance operations;
- D. Set up the layout of, and ensure efficient warehouse space utilization;
- E. Maintain standards of health and safety guidelines; and,
- F. Control inventory levels by conducting physical counts and reconciling with the inventory database.

4.10 Conduct of BEM Employees

Staff shall be committed at all times to the highest standards of ethical conduct in the performance of their obligations to Blind Vendors, suppliers, property management officials, SLA colleagues, and others with whom they have contact.

It is the policy of the Agency that BEM employees shall neither solicit nor accept from any Blind Vendor any form of gratuity, donation, gift or merchandise which could be interpreted as creating a conflict of interest. BEM employees shall pay for any item in the above categories. Violation of this policy could be interpreted as conflicting with the administration of this program and could constitute cause for dismissal under certain conditions.

4.11 Policy of Nondiscrimination

As the State Licensing Agency, MDRS ensures that every aspect of the Business Enterprises of Mississippi shall be administered without reference to sex, age, religion, race, color, creed, national origin, political affiliation, or disability and shall ensure compliance with all federal and state laws related to discrimination.

SECTION 5 RESPONSIBILITIES OF THE BLIND VENDOR

5.1 Requirements of All Blind Vendors

The Blind Vendor is an independent businessperson who is responsible for all aspects of the vending facility business. The Blind Vendor's responsibilities are as follows:

- A. Shall ensure that the vending facility is operated in accordance with BEM rules, this Policy Manual including the Business Code of Conduct, the terms of the permit, the terms of the operating agreement, and all other applicable State and Federal laws and regulations;
- B. Shall be responsible for the day-to-day management and operation of the vending facility including hiring adequate staff, training staff, establishing menus, purchasing product, pricing products, cleaning the facility, ensuring quality customer service, resolving problems, and other duties associated with owning and operating a business. It is understood that some contracts such as military dining eliminate some of these requirements such as menu planning and purchasing product. All Vendors are required to be on-site at their facilities at least twice per month.
- C. Responsible for having the vending facility open for business on the days and during the hours specified in the permit.
- D. Shall maintain at all times adequate stock to meet the demands of the business.
- E. Ensure that products are competitively priced as compared to other businesses in the general area.
- F. Will be accountable to the SLA for the proceeds of the business of the vending facility and will handle the proceeds, including payments to suppliers, in accordance with instructions from the SLA.
- G. Will meet or exceed all standards of performance developed jointly by the SLA and State Committee of Blind Vendors.
- H. Will carry on the business of the vending facility in compliance with applicable health laws and regulations and ensure proper sanitization while maintaining the facility in an attractive condition.
- I. Will maintain a neat businesslike appearance and will conduct the facility in an orderly, businesslike manner.
- J. Will take proper care of the equipment of the vending facility, and will make alterations or changes therein only with written approval of the SLA.
- K. Will notify the SLA a reasonable time in advance of any voluntary extended absences from the vending facility, and as soon as possible with respect to any involuntary extended absences.

- L. Will ensure the continuous operation of the vending facility as may be necessitated due to the Vendor's absence because of illness, vacation or otherwise.
- M. Will keep such records and make such reports as the SLA shall require with the assurance that all required reports are in an accessible format.
- N. Provide liability insurance in amounts required by the Agency;
- O. Agrees to enter the facility at their own risk. The responsibility for any injury received and all related expenses will be assumed by the Vendor
- P. Will strive at all times to maintain a positive working relationship with management and customers of the location wherein their business resides.
- Q. Shall not discriminate against any individual based upon sex, age, religion, race, color, creed, national origin, political affiliation, or disability and shall comply with all federal and state anti-discrimination laws.
- R. Shall be committed at all times to the highest standards of ethical conduct in the performance of their obligations to customers, suppliers, property management, the SLA, and others with whom they have contact (See Attachment B).

5.2 Performance Standards

- A. Net profit percentage is a key indicator of a Blind Vendor's success since it directly reflects the earnings of the Blind Vendor. The Agency must ensure that the Vendor is maximizing the opportunity afforded to them.

Minimum net profit standards for Blind Vendors have been established as follows:

1. All Counter - 25%
2. All Vending - 30%
3. Counter/Vending - 25%
4. On-Site Food Prep (Cafeteria / Snack Bar) - 15%
5. On-Site Food Prep and Vending – 17%
6. Micromarkets – 25%

Performance shall be measured annually to account for variations that may occur during the year.

- B. In the event a Blind Vendor fails to meet the above standards, the Business Enterprises Consultant and Blind Vendor will jointly develop a plan of action to help the Vendor achieve the minimum standards.
- C. Failure to meet the above standards shall not result in sanctioning of a Vendor's license pursuant to Section 12 of this Manual unless a Vendor refuses to abide by the plan of

action and deliberately does not implement agreed upon action steps that would better enable them to meet the standard.

5.3 County or City License Fees

The Vendor of each vending facility is subject to the provisions of any ordinance of the county or city in which the vending facility is located. If a license or permit for the conduct of such business is required, any such license or permit may be issued free of charge to a qualified blind individual licensed by Vocational Rehabilitation for the Blind pursuant to Section 43-3-93 Mississippi Code of 1972, as amended.

- A. Such county or city licenses (in some cases, both require a license) are valid for one year at which time the license must be renewed by the Blind Vendor.
- B. The BEM Consultant shall make inquiry as to the local need for said license five (5) days before actual vending operation begins. All paperwork for the original license is completed by the Business Enterprise Consultant.
- C. The BEM Consultant shall notify the official at the time of application that the license is for a Blind Vendor, at which time it will be at the discretion of the official as to whether there will be a fee for the license.
- D. The county or city license is applicable to the vending facility location, not to the Vendor per se; therefore, if the Vendor vacates a vending facility, the license is still valid until its date of expiration.

SECTION 6 THE STATE COMMITTEE OF BLIND VENDORS

6.1 General

The State Committee of Blind Vendors is a group of Vendors who are elected by their peers to represent the interests of all Blind Licensees in the state. There shall be an annual statewide meeting, which all Licensees are invited to attend. It is at this meeting that members of the Committee of Blind Vendors are elected biennially by a majority vote of those in attendance. The Committee's members are chosen as far as practicable on the basis of geography and vending facility type, (i.e., federal or other property). All Blind Licensees are eligible to vote in any election regardless of any outstanding debt. Only a Blind Vendor actively assigned to a vending facility may serve on the Committee.

6.2 Committee Bylaws

The actions of the Committee shall be controlled by a set of bylaws which shall be developed by the Committee. The bylaws shall encompass such things as elections, duties of officers, meetings, etc. The bylaws must be approved by a majority of Blind Licensees attending an annual meeting. At its discretion, the Committee may choose to mail out proposed bylaw changes in an accessible format and let Blind Licensees vote by mail or some other means.

6.3 Functions of the State Committee of Blind Vendors

The State Committee for Blind Vendors shall:

- A. Actively participate with the State Licensing Agency in any major administrative decisions and policy program development decisions affecting the overall administration of the State's vending facility program;
- B. Receive and transmit to the State Licensing Agency grievances at the request of blind licensees and serve as advocates for such Licensees in connection with such grievances;
- C. Actively participate with the State Licensing Agency in the development and administration of a state system for the transfer and promotion of Blind Vendors;
- D. Actively participate with the State Licensing Agency in the development of training and retraining programs for the Blind Vendors; and
- E. Sponsor, with the assistance of the State Licensing Agency, meetings and instructional conferences for Blind Vendors within the state.

6.4 Active Participation

The intent of the active participation requirement is to ensure that the Committee is able to influence major decisions affecting the overall operation of the Program. This means the Committee will play a meaningful and deliberate role and share in all major decisions. In order for the Committee to be effective in this role, the Agency must share information so that the Committee can make informed decisions. It is understood that MDRS has final authority for the administration of the Program including ensuring active participation by the Committee. MDRS will only exercise final authority over the Committee when the two sides are deadlocked and, in the opinion of the Agency, further negotiations would be fruitless.

SECTION 7 FUNDING

The BEM operates using a combination of State, Federal, Set Aside, and Unassigned Funds.

7.1 Set-Aside Funds

- A. Method for Determining Set Aside Rate
 - 1. The State Licensing Agency and the State Committee of Blind Vendors determine the total amount of set-aside funds that will be needed to operate the program for one year. These figures are compiled from previous experience and are developed at the beginning of each fiscal year.
 - 2. The BEM Director then reviews the figures and in conjunction with the State Committee of Blind Vendors agrees to a total amount of set-aside funds for the ensuing year and the percentage of net proceeds of each vending facility required to achieve that level of funding.

3. The fee schedule is then submitted to the U.S. Department of Education for approval prior to implementation. In subsequent years, the set aside schedule only has to be submitted for this federal approval if there is a change in the schedule.
4. Each Vendor is assessed the derived percentage rate of their own net proceeds.
5. Quarterly and annual financial reports are made to the Vendors so that they can stay abreast of the total BEM income and expenditures.
6. At the end of each fiscal year, any unexpended set aside funds may be carried over into the next fiscal year.
7. The Agency and Committee may agree to suspend Set Aside for a given period of time after considering the budgetary needs of the Program, including the need for a reasonable reserve.

B. Determining Net Proceeds

In determining net proceeds, the Blind Vendor is allowed to deduct allowable expenses from gross sales to arrive at the figure. The SLA cannot deny a Vendor the ability to deduct legitimate business expenses when determining net proceeds. This does not mean a Vendor can expense the same things allowed by the Internal Revenue Service. IRS deductions are intended to arrive at one's personal taxable income; whereas, deductions for purposes of this section are intended to determine the income or net proceeds of the vending facility. An example might be the IRS will allow travel to a training conference as an expense, but such training is not a direct expense to the vending facility and is not deductible for the purposes of determining set aside. Expenses that are deducted from gross sales in determining net proceeds include:

1. Product cost including supplies;
2. Employee expenses including wages, benefits, taxes, uniforms, and related expenses;
3. Credit card, micromarket, franchise, and bank fees;
4. Accounting/bookkeeping expenses;
5. Pest control;
6. Janitorial services;
7. Vehicle mileage for Vendors who operate a vehicle in conjunction with their vending facility business provided that such mileage is substantiated by a travel log (allowable rate will be the same as allowed by state travel regulations) provided further that travel expenses from home to the vending facility and back are not allowable deductions;
8. Internet if required in the facility, telephone, pagers, and other communication expenses;
9. Liability insurance;

10. Supplies that do not qualify for purchase by the Agency by virtue of the threshold for capitalizing state equipment;
11. Lease payments, rent, or commissions; and,
12. Any other business expenses related directly to the operation of the vending facility provided the Agency has given prior approval.

*Set aside payments are not an allowable expense to be deducted.

C. Use of Set Aside Funds.

Set aside funds may be used for only the following purposes:

1. In accordance with any guidance provided by the U.S. Department of Education, the purchase of new equipment, including delivery and installation charges;
2. The maintenance and replacement of equipment;
3. Management services;
4. Assuring a fair minimum return; and/or,
5. Pension funds, health insurance contributions, and the provision of vacation and/or sick pay provided a majority of the Vendors have voted to do so.

D. Vendor Late Payment Fee

A \$50.00 late fee will be assessed if a Vendor fails to timely file a monthly report or has an unpaid Set Aside balance of more than \$50.00 that is not paid by the due date established by this Policy Manual. Failure to pay any part of the vending facility bill, including any duly assessed late payment fee, may result in sanctioning of the Vendor's license pursuant to Section 12 of this Policy Manual and shall jeopardize the Vendor's continued operation of the Vending Facility. Late fees are not an allowable deduction for the purpose of determining net proceeds of the vending facility.

Late payment fees shall cease to be calculated and added to the outstanding balance for late payments at the end of the third complete month after a Blind Vendor leaves the Business Enterprises Program. All late payment fees received by the SLA shall be placed in the set-aside account.

Vendors must mail monthly reports and payments with a postmark no later than the 10th day of the month following the month that business was transacted. Should the due date fall on Saturday or Sunday, payment must be postmarked on the following Monday; or, in the event that Monday happens to be a holiday, payment will be expected on Tuesday.

The Agency and Committee may agree to utilize technology that will allow or perhaps require Vendors to file reports and possibly pay set-aside fees electronically. This may include traditional email and/or an on-line management information system. If such technology is available, the due date remains the same. If an on-line management

information system is utilized, the Agency shall ensure the system is accessible to blind users.

7.2 Federal Unassigned Funds

In the event the Agency receives income pursuant to 34 C.F.R. 395.32 from vending machines on federal property which may or may not be in direct competition with a licensed Blind Vendor, the Agency will be guided by 34 C.F.R. § 395.8 in distributing any such funds to a Licensed Blind Vendor. Any funds not distributed to a Licensed Blind Vendor shall be used by the Agency for the establishment and maintenance of retirement or pension plans, for health insurance contributions, and for the provision of paid sick leave and vacation time for Blind Vendors if it is so determined by a majority vote of Blind Vendors licensed in Mississippi after the Agency has provided to each such Vendor information on all matters relevant to such purposes. Any vending machine income not necessary for such purposes shall be used by the State Licensing Agency for the maintenance and replacement of equipment, the purchase of new equipment, management services, and ensuring a fair minimum return to Vendors. Any set aside assessment charged to Blind Vendors by the State Licensing Agency shall be reduced pro rata in an amount equal to the total of such remaining vending machine income.

The Agency will comply at all times with [Technical Assistance Circular 21-02](#) which was issued by the U.S. Department of Education and forbids the Agency from entering into agreements with third parties for the purpose of generating unassigned income to be spent for the benefit of Business Enterprises of Mississippi.

For purposes of this section, interstate rest areas are not federal property and any revenue generated from third party vendors will be treated as non-federal unassigned income as outlined in Section 7.3 below.

7.3 Non-Federal Unassigned Funds

Any monies that accrue to the Agency from vending machines on non-federal property shall be used for the same purposes as set-aside dollars. Additionally, these dollars can be used to purchase stock, items that do not meet RSA's definition of equipment due to the purchasing threshold, and other items not eligible for federal participation that benefit the Program and its Blind Vendors.

7.4 Expenses Paid by the Blind Vendor

Program funds, including vending machine income from non-federal properties, will not be used to pay for day-to-day operating costs associated with an individual vending facility except during the first 6 months after a Blind Vendor has been inventoried into a vending facility. The Blind Vendor shall be responsible for paying for day-to-day operational costs other than purchasing and/or repairing/maintaining of vending facility equipment, which are the responsibility of the SLA. The Blind Vendor shall be solely responsible for preparing their payroll documents and/or preparing state and/or federal tax documents.

This does not preclude the Agency from using Vocational Rehabilitation funds to pay for operating expenses during the first six (6) months of assigning a Vendor to a Vending Facility.

This may include, but is not limited to, paying for permit and licensing fees, credit card and kiosk fees, franchising fees, janitorial services, employee uniforms, rent/utilities, and personnel costs. The Vocational Rehabilitation Counselor or BEM may help pay for such operational expenses consistent with 34 C.F.R. 361.49(a)(5)(iii), or they may be provided by BEM as management services with the assurance that regardless of which avenue is utilized, such support shall not extend beyond the initial 6-month establishment period.

SECTION 8 REFERRAL AND TRAINING

8.1 Cooperation Between Business Enterprise Consultant and Rehabilitation Counselor

The Vocational Rehabilitation (VR) Counselor will be the primary referral source for potential BEM candidates. When the VR Counselor has a client who would be suitable for this type of self-employment, the VR District Manager shall be provided written information as to the client's visual condition, education, experience and other pertinent factors. If the client, VR Counselor, and the District Manager agree on the client's potential as a Blind Vendor, the Counselor may proceed with plans for a more comprehensive evaluation.

The VR Counselor will maintain responsibility for a client, who has been placed as a Blind Vendor, and whose case is still open. The Counselor will plan and authorize case service expenditures that may be reasonable, necessary, and allowable before closure. VR funds may be used to assist the Blind Vendor for up to six (6) months after being placed into their facility as a self-employed Vendor. This may include but is not limited to inventory and supplies, cash for vending machines or cash register, equipment, licensing and permit fees, banking and related fees, employee uniforms, payroll expenses, rent, etc. Such expenditures must be reasonable, necessary, allowable, and comply with any federal requirements related to the expenditure of Vocational Rehabilitation dollars. The Counselor will continue regular counseling contacts and shall exchange information with the Business Enterprise Consultant regarding the progress or problems with the case

8.2 Evaluation

- A. Clients must successfully meet evaluation criteria contained in this Policy Manual prior to being accepted for training. As a minimum, the evaluation covers the following areas:
 1. Basic and business math;
 2. Orientation and mobility;
 3. Personal and home management;
 4. Communication skills;
 5. Computer skills; and,
 6. Social skills.

The evaluation must determine the client:

1. Is legally blind which is supported by appropriate documentation in the case file;
2. Is a U.S. citizen;

3. Possesses a high school degree or GED;
4. Passed the BEM math test documenting proficiency at the 8th grade level in addition, subtraction, multiplication, division, fractions, decimals, and percentages;
5. Be able to arrange public transportation when necessary and demonstrate travel skills that will enable the client to travel independently to and from the vending facility as well as inside the facility;
6. Possesses a form of written communication such as print, braille, or digital;
7. Demonstrates keyboarding and computer skills that enable the individual to effectively use Word, Excel, email, and use the web independently;

If the evaluation indicates any deficiencies, the VR Counselor shall arrange for remedial training if the client still wishes to pursue BEM as a vocational outcome and there is reason to believe that such remediation will enable the candidate to achieve the minimum criteria.

8.3 Entry Level Training

If the evaluation indicates that the individual possesses the attributes needed to become a licensed Blind Vendor, they may be accepted for training. A comprehensive training curriculum is the basis for preparing potential Vendors. The training consists of two parts. The first is a classroom component. The Agency and Committee may jointly determine to allow this portion of the training to be completed through a nationally recognized on-line provider. Any on-line training must be fully accessible to blind individuals. The second phase of training is an on-the-job experience which places the client with an experienced Blind Vendor in an existing vending facility.

A. Entry Level Curriculum

The Agency, with the active participation of the State Committee of Blind Vendors, shall develop a training program for potential Blind Vendors. Training may be provided by the Agency in a classroom setting or through an on-line entity. The curriculum shall include:

1. The Randolph-Sheppard Act
2. Vending Management
3. Café / Snack Bar Operations
4. Micromarket Management
5. Business Management Systems
6. Accounting
7. Sales Techniques
8. Human Resource Management
9. Financial Analysis of a Business
10. Customer Service
11. Business Practices
12. Health and Sanitation (ServeSafe)

A trainee must pass all modules and a comprehensive final exam in order to successfully complete the training.

B. On-the-Job Training

Pursuant to 34 C.F.R.395.11, the entry-level training shall include an on-the-job training component. The Training Director shall work with the Regional Manager to arrange for the on-the-job training at an existing vending facility operated by a blind vendor. If for whatever reason a qualified Blind Vendor is not available to provide the on-the-job training experience, the Training Director may arrange the training with a privately owned food service business. If the training is to be provided by a private entity rather than a blind licensee, the Committee shall actively participate in the decision as to the selection of the training provider.

C. Waiver

After consulting with the BEM Director and Training Director, the OVRB Director may waive some training requirements to be certified for placement into a vending facility. Such a waiver may only be granted to individuals who meet any of the following criteria:

1. Previously licensed in Mississippi and left in good standing either voluntarily or for medical reasons;
2. Previously successfully managed a vending facility in another state and left that state in good standing;
3. Have experience of five years or more in food service management in either the private or public sector and meet all other prerequisites for entry into the Program;
4. Have extensive business experience of at least five years in a related field; and/or,
5. Have completed a nationally recognized food service training program or possess a college degree in hospitality management or a related field.

In order to be considered to be in “good standing”, the individual must have not left the previous assignment owing the Program any money, and must not have been on any corrective action plan or had their license in disciplinary status at the time of departure. It will be the responsibility of the Director of the Business Enterprises of Mississippi to document the Vendor’s good standing before they will be allowed into training or considered for a waiver. The Director of OVRB may make an exception and allow an individual who was either not in good standing in their prior state, or that state fails to verify the Vendor’s status. An exception will only be granted if there is evidence to suggest the individual has the necessary skills to succeed as a Vendor in Mississippi. Any individual seeking such a waiver, must submit documentation of the above which will be considered by the Training Director who shall make a recommendation to the OVRB Director.

Individuals who meet the above criteria may be certified without going through the Vocational Rehabilitation Program. The Training Director shall arrange for training

on Mississippi requirements (i.e., reporting, health codes, tax laws, etc.). Based upon the individual experience of a candidate, the Director may choose to require additional training in specific areas (e.g. vending machine operations, café management, micromarkets, etc.) and may require on-the-job training.

Prior to granting a waiver, the OVRB Director shall consult with the Chair of the Committee to solicit their input.

D. Post-Employment Training

Pursuant to 34 C.F.R. 395.11, the Agency shall make post-employment services available to the individual. Once placed into a vending facility, additional Vocational Rehabilitation services may be required prior to the VR case being closed. The Vocational Rehabilitation Counselor, after collaborating with the BEM Consultant, will make such services available to maximize the chances of the individual succeeding. If additional VR services are required after the case is closed, the individual may reapply for VR services.

8.4 Delinquent BEM Account Qualifications

A Vendor or former Vendor must have all accounts paid in full with any Business Enterprises Program in any state, the Mississippi State Tax Commission or any other state tax commission, state and federal employment tax agencies, or any like programs or any related state or federal agencies.

SECTION 9 LICENSING OF VENDORS

Upon completion of all training requirements, the blind individual is eligible to begin the licensing process.

9.1 Certified for Placement List

Upon completion of all training requirements, an individual's name will be placed on the Certified for Placement List. Being placed on the Certified for Placement List allows for the individual to be assigned to manage and operate a vacant vending facility in accordance with Section 10 of this policy manual.

9.2 Initial Assignment

Individuals on the Certified for Placement List must compete for their initial permanent vending facility assignment pursuant to Section 10. This requirement does not preclude the Agency from assigning a vending facility on a temporary basis pursuant to Section 10.4. Individuals who have had their training waived pursuant to Section 8.3(C) will be placed on the Certified for Placement List.

9.3 Licensing of Blind Vendors

A. Eligibility

The Agency shall issue licenses to individuals who meet the following criteria:

1. Legally blind;
2. A citizen of the United States; and,
3. Determined by the Agency to be qualified to manage a vending facility operation as evidenced by:
 - a. Successful completion of all training requirements and a six-month trial period managing a vending facility; or,
 - b. If training is waived, deemed qualified based on prior education and work experience as well as a six-month trial period.

9.4 Trial Period

In determining that an individual is qualified to manage a vending facility, the Agency shall require that each individual placed into their initial assignment off of the Certified for Placement List has successfully completed a six-month trial period. They may meet this requirement either as a permanently or temporarily assigned Vendor. If they are successful in managing this first assignment for six months, the Agency may issue a license. The Training Director, at their discretion, may extend the trial period beyond six months if not satisfied that the individual has demonstrated the requisite skills to be successful and there is reason to believe that with additional time the individual will prove to be successful. The reason(s) for extending the trial period must be documented in the file. During this initial six-month assignment, the Agency shall closely monitor the operation and provide management services to increase the likelihood of success. Individuals who are on their initial assignments will not be allowed to bid on vacant facilities until they successfully complete the trial period and receive a license.

9.5 Issuance of License

The Agency shall issue a license for an indefinite period of time subject to termination for cause after first affording the Vendor an opportunity for an evidentiary hearing.

9.6 Termination of License

A. Disciplinary Termination

The Agency shall issue licenses for an indefinite period of time, but subject to termination if, after affording the Blind Vendor an opportunity for a full evidentiary hearing, the Agency finds that the vending facility is not being operated in accordance with:

1. The BEM rules;

2. This Policy Manual;
3. The terms and conditions of the permit or contract;
4. The Operating Agreement;
5. State, federal, or local law, the violation of which is, or reasonably may, result in financial or physical harm to the customers of the facility or other persons, the Agency, or the Vendor; or
6. Regulations of other agencies of the State of Mississippi or local governments which have regulatory authority directly related to the operation of a vending facility (i.e., Tax Commission, Department of Health, etc.).

The Agency will give thirty (30) days written notice in an accessible format in advance of terminating a Vendor's license, and such advance notice shall be given only after the expiration of a thirty (30) day probationary period, except as provided in Sections 9.7, 12.5, and/or 15.1 of this Policy Manual.

Only the Director of OVRB may terminate a license.

9.7 Non-Disciplinary Termination

- A. The Agency must revoke the Vendor's license if:
 1. The Vendor resigns or retires from the Program;
 2. The Vendor has an extended illness that extends beyond twelve (12) months with a medically documented diagnosis of the Vendor's incapacity to operate a facility. At the end of the twelve (12) month period, the Agency shall request that the Vendor provide medical documentation from their physician stating that they are able to return to work;
 3. The Vendor fails to meet the definition of blindness as set forth at 34 C.F.R. § 395.1(c). At its discretion, the Agency may require the Vendor to undergo an ophthalmologic examination to verify blindness. If an examination is required, the Agency will select the doctor and will pay for the office visit.

Termination of license for a non-disciplinary reason will not require a thirty (30) day probation prior to termination.

SECTION 10 ASSIGNMENT OF VENDING FACILITIES

This section will outline the process whereby the State Licensing Agency shall make assignments to vacant vending facilities. If an existing facility is vacant and it does not meet the requirements of Section 16.2(B) of this Policy Manual which establishes an income target for new facilities, the Agency shall consult with the Committee to determine if it should still be bid out as a stand-alone facility or perhaps added to another vending facility.

10.1 Bidding Process

A. Eligibility to Bid

When new vending facilities are established and/or existing facilities become vacant, all current Licensed Blind Vendors and those individuals on the Certified for Placement List are eligible to compete for those assignments through a bidding process. Individuals can submit a bid provided they:

1. Do not have their license in probationary status on the date of the bid announcement;
2. Are not delinquent on the date of the bid announcement in the filing of financial reports required by the SLA or the State Tax Commission, or any other agency of the State of Mississippi; and,
3. Are not delinquent on the date of the bid announcement in the payment of any financial obligation owed to the SLA or the Department of Revenue.

B. Notice

All Licensed Blind Vendors and individuals on the Certified for Placement List shall be notified of any vacant vending facilities. The announcement shall be in an accessible format and include:

1. The location of the vending facility;
2. Description of the vending facility;
3. A notation as to whether the vending facility is available as a permanent or temporary assignment;
4. Estimated number of prospective patrons;
5. Operating hours of the facility;
6. A general idea of the items to be sold;
7. Projected net sales for the facility;
8. Date of site visit for candidates to see the facility if they choose;
9. Any special circumstances that may exist;
10. Specific training that must have been completed or certifications possessed;
11. The bid closing date; and,
12. Tentative interview date.

In regard to #10 above, the Agency and Committee may jointly decide to require candidates for certain types of facilities to complete specialized training in order to be eligible to bid. Examples might include bidding on a military dining contract, food prep location requiring ServeSafe certification, micromarket, or inmate commissary. It is the responsibility of the Agency to ensure that Vendors have access to the required training prior to including it as a condition for bidding on a vacant vending facility. This required training may be provided by the Agency or an outside entity.

The bid announcement shall include a space for the Blind Vendor to sign indicating their interest in being considered as well as a statement whereby the Vendor agrees to the release of pertinent information about their past performance to the interview panel.

If technology permits, the bid process may be administered electronically and submission of a digital bid will serve as permission for the release of information.

C. Submitting a Bid

If a Blind Licensee or individual on the Certified for Placement List wishes to bid on the vending facility, they will sign the bid announcement, attach a resume, and return it to the Director on or before the closing date. Bids may be returned using surface mail, email, or hand-delivery. As each bid is received it will be dated and time of receipt noted. Any bids received after the closing date will not be considered. Bids will remain open for ten (10) working days. Following the closing of bids, the Director will make a list of all bids received on or before the closing date. The list will indicate the date and time the bid was received and will be kept on file in the Director's office. If technology permits, bids may be submitted on-line in lieu of the above-described process.

10.1 **The Selection Process**

- A. After the candidates have been determined eligible to bid, a selection panel shall interview each candidate. The panel shall consist of:
1. The Director of the Business Enterprises of Mississippi or their designee;
 2. The Chairperson of the Committee of Blind Vendors or their designee who may or may not be a member of the Committee; and,
 3. An independent person jointly determined by the Director and Committee Chairperson or their designee.

No Vendor shall serve on the interview panel if they are a candidate for the vacancy. If the Chair is a candidate for a vacancy or chooses not to serve and fails to designate a panel member, the Vice Chair or their designee shall serve on the panel. If both the Chair and Vice Chair are candidates for the vacancy or fail to designate a panel member, the remaining Committee member with the most seniority as a Licensed Vendor will serve. If they are also a candidate or choose not to serve, the next most senior member will serve. If all Committee members are candidates or choose not to serve, the Director of OVRB will select a Vendor to participate.

The independent panel member may be an independent businessperson, a property management official, or another person familiar with the Business Enterprises of Mississippi, but not an employee of the BEM, and they and/or their family do not stand to benefit personally or financially in the decision. If the two panel members cannot agree on a third panel member, the Director of OVRB shall select the third panel member.

Barring unique circumstances, interviews shall be conducted within ten (10) working days after the bid closing date.

- C. If only one individual bids on a vacant facility, that person shall be awarded the facility without an interview provided they are otherwise eligible to be assigned to the facility.
- D. Rating Each Candidate

The panel shall rate each candidate based upon their record of performance for the preceding twelve (12) months, responses received to questions during the interview, a review of the Vendor's resume, and the business plan submitted by the Vendor. Each panel member shall rate each candidate according to the following:

- First Choice.....10 Points
- Second Choice.....8 Points
- Third Choice.....6 Points
- Fourth Choice.....4 points
- Fifth Choice.....2 points

For purposes of this section, record of performance shall include:

- 1. Gross profit, net profit, and labor percentages;
- 2. Number of times late filing reports;
- 3. Number of times late paying set aside assessments;
- 4. Number of documented complaints; and,
- 5. Other areas as jointly agreed to by the Director and Committee.

The rating shall be done by ballot. The rater's name will not be on the ballot. The ballots will be maintained in the vending facility file. The Agency shall ensure that the process is fully accessible so any blind panel members can participate fully. The Chairperson of the panel, who shall be the Agency representative, shall collect the ballots and tabulate the ratings, which shall be verified by the other panel members. The individual with the highest score shall be awarded the vending facility. In the event there is a tie, the individual with the highest score and greatest amount of seniority shall be awarded the facility. The successful candidate shall be immediately offered the award upon the completion of interviews. The chosen candidate shall have twenty-four (24) hours to accept or reject the award. If the award is refused, the individual with the next highest rating shall be offered the opportunity. If the candidate is scheduled for more than one interview as a result of their bids on a number of facilities contained in a single bid package, then the Vendor may wait until the conclusion of the last interview in which the Vendor participates to accept or reject the award of a facility.

- E. It is understood that property management may impose additional selection criteria for Vendors on their properties. This may include, but is not limited to, such things as security clearance, special training, and random drug testing if such additional

conditions are also required of other property management contractors. If a Vendor who is awarded a facility fails to meet the additional selection criteria, the Vendor with the next highest score who meets the additional selection criteria will be awarded the facility.

- F. It is incumbent on the Agency provide training to all members of the Committee on all aspects of interviewing so they know what is appropriate and allowable in interviews and what is not.

10.3 Temporary Assignments

- A. In considering temporary assignments, preference shall be granted in the following order:
 1. Persons on the Certified for Placement List;
 2. A Blind Vendor who is currently managing another vending facility and can take on the additional workload;
 3. An individual or private vending / foodservice company.

If more than one person is available on the Certified for Placement List to be potentially assigned temporarily, the selection process outlined in Section 10.2 above shall be utilized to select the individual. Likewise, if there is no one on the Certified for Placement List but more than one current Blind Vendor desiring the assignment, Section 10.2 shall be utilized to select the Vendor.

- B. In the event that no other Blind Vendor or individual on the Certified for Placement List bids on a vacant vending facility opportunity or declines the assignment after bidding, the Agency may offer the assignment to a person who is not blind on a temporary basis for a period of time not to exceed twelve (12) months. At the conclusion of that twelve (12) - month period, the vending facility shall be announced for bid to all Blind Vendors and individuals on the Certified for Placement List. If no blind person is interested, the facility may be reassigned for an additional twelve (12) months. In order to comply with [Technical Assistance Circular 21-02](#), federal sites may only be assigned temporarily for two consecutive 12-month periods. At the conclusion of the second 12-months, the Agency shall assign the site to a Vendor either temporarily or permanently who may utilize a third party if necessary to provide the service.

10.4 Emergency Assignment or Temporary Assignments Due to Unique Circumstances

- A. Unique circumstances may dictate that the Agency make an emergency assignment without announcing the facility for bid. This may occur when:
 1. A Vendor resigns without notice;

2. The Agency is forced to remove the current Vendor on an emergency basis;
3. The current Vendor passes away; or,
4. There are other unique circumstances.

In such instances, the Agency, in consultation with the Committee, may make a temporary assignment. Such temporary assignments shall be made in the same priority order as outlined in Section 10.3 above unless the SLA and Committee agree that circumstances dictate that an experienced Vendor be assigned to better address issues at the facility. Such an emergency assignment shall not exceed twelve (12) months.

- B. In the event of the establishment of a new vending facility, there may not be historical sales figures available upon which a bid could be based. Under such circumstances, the facility may be awarded on a temporary basis until such time as sales can be established provided it is not longer than twelve (12) months.

10.5 Lateral Transfers

- A. Blind Vendors who face displacement not attributable to their conduct or lack of performance shall be afforded the opportunity to be assigned to a comparable facility without having to compete through the standard bid process. A transfer shall not result in a substantial financial advantage or disadvantage to the Vendor. In order to ensure the effectiveness of this provision, the Blind Vendor's sales for the preceding twelve (12) months shall be calculated and compared to the projected sales on the bid announcement. The greater of these two numbers shall be used to determine the range of transfer eligibility. If a vacant facility for which the Vendor is qualified and which produces sales comparable to those calculated for the displaced Vendor, meaning that sales may be fifteen percent (15%) above or fifteen percent (15%) below those calculated, then the Vendor may be considered.
- B. Transfer eligibility may be established if:
 1. A determination is made to close the vending facility;
 2. The nature of the Vendor's facility changes, and the Vendor does not possess the necessary skills to be successful in the new facility;
 3. A permanent loss of customers occurs equal to thirty-three percent (33%) of the population figures reflected on the bid announcement; or
 4. The Vendor is on medically documented sick leave and requests to be placed on transfer status.
- C. Transfer eligibility is valid for a period of two (2) years, during which seniority will be frozen and eligibility is not maintained for all benefits. Transfer eligibility is lost if the Vendor bids on and receives the award of a facility which produces sales within or which exceed the Vendor's transfer range, or the Vendor declines an award based on their transfer eligibility.

SECTION 11 BEM OPERATING AGREEMENT

11.1 General

At the time the Blind Vendor or individual on the Certified for Placement List is assigned to a vending facility either permanently or temporarily, the Agency and Vendor shall enter into an Operating Agreement which shall be provided to the Vendor in an accessible format. This Operating Agreement shall outline the terms and conditions under which the vending facility is to be operated. The Operating Agreement is signed by the Blind Vendor and the BEM Consultant and witnessed if practical. Before getting the Vendor's signature, the Consultant shall read the Agreement to the Blind Vendor if requested. A copy of the Operating Agreement is attached as Appendix A to this Policy Manual.

11.2 Contents of Operating Agreement

The various responsibilities of both the State Licensing Agency and the Vendor are outlined in detail in the Operating Agreement. The Agreement will include the location of the facility, type of enterprise, and hours of operation.

11.3 Duration of Operating Agreement

An Operating Agreement is issued for an indefinite period of time. A new Agreement must be signed each time a Vendor is transferred or promoted to a new vending facility. The agreement is valid from the time a Blind Vendor takes over the operation of a vending facility until the Vendor is removed from the facility or is inventoried out of the facility. The Agreement can be cancelled by the Vendor by giving thirty (30) days written notice. The Agency may terminate the Agreement for cause by providing thirty (30) days written notice provided such termination occurs only after giving the Vendor an opportunity to correct any deficiencies if the revocation is performance related. All notices of termination to the Vendor must be provided in an accessible format.

11.4 Distribution of Copies of Vendor's Agreement

After the Agreement has been signed, a copy shall be given to the Blind Vendor and a copy shall be retained at the Business Enterprises office. The Consultant shall keep a copy for the local file.

SECTION 12 SANCTIONING OF A VENDOR'S LICENSE

12.1 Grounds for Sanctioning

A Vendor's license may be placed into probationary status when the Agency determines that the vending facility is not being operated in accordance with:

- A. The Business Enterprises of Mississippi rules;
- B. Policies contained in this Policy Manual including the Business Code of Conduct;

- C. The terms and conditions of the permit / contract;
- D. The terms and conditions of the Operating Agreement;
- E. State, federal, or local law, the violation of which is, or reasonably may, result in financial or physical harm to the customers of the facility, other persons, the Agency, or the Vendor; or
- F. Regulations of other agencies of the State or local governments which have regulatory authority directly related to the operation of a vending facility including but not limited to the Department of Revenue, Department of Health, and Employment Security Commission.

12.2 Notice of Probationary Status

Notice of the license being placed into probationary status shall be sent in an accessible format to the Blind Vendor by email, certified mail (return receipt requested), or notices may be hand-delivered by the Agency or a process server. The inception of probation shall be the date upon which the notice is received by the Vendor as indicated on the signed receipt. If a Vendor declines to accept or sign for a notice or does not accept delivery, a copy of such notice shall be posted in the mail. In such instances, the inception of the probation shall be the date the Agency certifies it posted the letter in the U.S. Mail. If the notice is sent via email, a copy shall be sent by regular U.S. Mail on the same day and the inception of probationary status shall be the date of the email. The notice of disciplinary probation shall contain the reason(s) for probation, steps to be taken, if any, to avoid termination of the license, the Vendor's right to appeal the Agency's action, and information about contacting a member of the Committee to serve as an advocate. The probationary period shall be for a mandatory thirty (30) days. If at the conclusion of the thirty (30) days the identified issues have not been adequately corrected, the Agency may extend the probation for an additional thirty (30) days or initiate additional disciplinary action. Only the OVRB Director may place a Vendor's license in probationary status.

12.3 Right to Bid

Vendors whose licenses have been placed in probationary status pursuant to this Part will not be permitted to bid on vacant vending facilities.

12.4 Repeated Probations

If a Blind Vendor's license is placed in probationary status for the same offense for a third time during a twelve (12) month period, notice of termination of the Vendor's license will be sent at the conclusion of the third probation.

12.5 Revocation (Termination) of Licenses Not Requiring a Probationary Status

If the violation results in the emergency removal of the Vendor pursuant to Section 13 of this Policy Manual, a probationary period is not required before a Vendor's license is terminated. However, the Agency must still afford the Vendor an opportunity for an evidentiary hearing prior to terminating the license.

Likewise, if a Vendor knowingly falsifies the monthly financial report, the Agency may proceed directly to revoking the license without a probationary status.

12.6 Distribution of Probation and Termination Letters

Notices of the license being placed in probationary status or being terminated shall be distributed as follows:

- Original to the Blind Vendor
- Copy for BEM Consultant's file
- Copy for the BEM Director
- Copy to the Director of OVRB.

12.7 Complying with Terms of Probationary Status

The Vendor is expected to comply with the terms of the probation. If the Vendor does not correct the problem, further steps to ensure compliance will be initiated by the Agency staff. These steps may include, among other things, extension of the probationary period or termination of the license and removal from the vending facility.

SECTION 13 EMERGENCY REMOVAL OF A BLIND VENDOR

13.1 Removing the Blind Vendor

The Agency shall remove a Blind Vendor from a vending facility if a situation develops that prevents a Vendor from fulfilling their obligations or if there is reasonable evidence of a hazardous situation involving the Vendor which poses an immediate threat to the safety of the Vendor or others. This removal may be immediate if the circumstances require. Prior to or within twenty-four (24) hours of the removal, the Agency shall contact the Chairperson of the Committee and inform them of the action. In providing such notice, no confidential information (as described in Section 25 herein) will be shared.

13.2 Agency's Responsibilities

In the event of a Vendor's removal under Section 13.1, the Agency must, within fifteen (15) working days, do one of the following:

1. Return the Vendor to the facility if it is determined no wrongdoing on the part of the Blind Vendor occurred and no hazardous situation exists;

2. Mandate re-training if it is determined that the Vendor's lack of knowledge and/or skills contributed to problems and there is a likelihood that training will afford the Blind Vendor a better opportunity to succeed;
3. Terminate the Operating Agreement but allow the Vendor to have their name placed on the Certified for Placement List and bid on any vacant vending facilities if it is determined that the problems were unique to that vending facility and there is no reason to expect the Blind Vendor could not be successful at another vending facility location; or
4. Initiate disciplinary action which might include placing the license in probationary status or termination of the license if it is determined that the Blind Vendor was at fault and violated the rules, policy manual, permit, operating agreement and/or other state or federal laws or regulations.

SECTION 14 USE OF TEAMING PARTNERS

14.1 When Teaming Partners Are Permissible

Some vending facility operations are very complex and require large capital investments, cash flow, and/or expertise that most Vendors do not enjoy. Cafeterias are the best example, especially military troop dining contracts. Other examples may be utilizing a branded concept such as Subway or placing some vending machines on full-service. The Agency may require the use of a teaming partner or allow a Vendor to utilize a teaming partner upon request. The Vendor shall be allowed to select a teaming partner with the approval of the Agency unless the teaming arrangement is already in place when the Vendor is assigned to the facility.

If a teaming partner is required for a cafeteria operation or full-service vending, the Agency shall provide the Vendor with a list of potential teaming partners it has approved. If a branded concept is contemplated, the Agency and Vendor will work collaboratively to select a franchisee.

14.2 Criteria for a Military Dining Teaming Partner

A. The Teaming Agreement

In approving a teaming partner, the Agency must ensure that the following criteria are met:

1. The teaming partner has experience in successfully managing the type of services to be operated with the Vendor.
2. The teaming partner has demonstrated that they have the financial resources to support the operation including cash flow to pay employees while waiting on payment from the government.
3. The agreement between the Vendor and teaming partner shall be based on profit sharing with the Vendor receiving a minimum of 51% of the profit from the operation. A guaranteed draw is permissible as long as it can be documented that the guarantee represents at least 51% of the profit.

4. The agreement between the Vendor and teaming partner must show the training that will be provided to the Vendor by the teaming partner. The Vendor is required to be trained in all aspects of the operation.

B. Engagement of the Vendor

The Vendor must be engaged in the day-to-day operations of the business and an active participant in all major decisions. Such engagement necessitates that the Blind Vendor be on-site a minimum of twice per month and more if the demands and/or complexity of the contract require it. Being engaged includes but is not limited to:

1. Participate in the hiring of all management personnel.
2. Attend regular meetings with the military including monthly and quarterly meetings.
3. Track all inspection and deficiency reports and assure they are remedied.
4. Track financials including all expenditures, especially labor.

However, even when working remotely, the Blind Vendor must remain engaged in the day-to-day management of the contract. This includes decisions on hiring and firing key personnel

C. Approval

The Agency must approve the teaming partner agreement based upon the above criteria. In approving a teaming agreement, the Agency may agree that a teaming partner may remain, even if the current Blind Vendor leaves the facility, until the current contract is up. The Agency will not approve a teaming agreement that makes commitments beyond the current contract with the government. If a new Blind Vendor assumes responsibility for a military dining contract, they shall remain with the current teaming partner under the terms of the existing teaming agreement. However, the Blind Vendor may make a change at the time the contract renews provided the selection of the new teaming partner is done in accordance with these policies.

In the event a teaming partner fails to provide a satisfactory level of support, the Blind Vendor may change teaming partners with the approval of the Agency provided they do so in accordance with the teaming agreement.

14.3 **Full-Service Vending**

A. When Allowable

As noted earlier, another type of teaming arrangement is a full-service vending agreement. In these types of arrangements, the teaming partner provides the vending equipment as well as the merchandise inventory and pays a commission to the Blind Vendor. Generally, the vending teaming partner is only responsible for a portion of the

vending facility operation. An example might be a Vendor who is managing a cafeteria may choose to utilize a teaming partner to service the vending machines. Another example might be a Vendor who services their own vending machines at their anchor facility but chooses to use a full-service company for a satellite facility several miles away. A third example might be a Vendor who contracts with one of the major drink bottlers to service drink machines while the Vendor services all other vending machines.

B. Engagement of the Vendor

In this type of teaming arrangement, the Blind Vendor is engaged in the day-to-day oversight of the vending machines and is still responsible for ensuring a quality service. Being engaged includes but is not limited to:

1. Determine products to be sold.
2. Establish pricing of all products.
3. Inspect machines to ensure they are adequately filled with products and pricing as agreed to by the Vendor.
4. Ensure that stickers are affixed to machines identifying the Vendor as the contact for complaints and/or machine malfunctions.
5. Make regular contact with property management to ascertain satisfaction with service.
6. Track financials, including sales, to ensure appropriate commissions are being paid.

In order to ensure such engagement, the Blind Vendor must visit each site at least twice per month to confirm the level and quality of service is satisfactory. The Blind Vendor shall communicate with property management to ensure their satisfaction with the service. The Vendor earns a percentage of the sales in the way of a commission. Any such full-service arrangements may be approved by the Director if it is a good business decision for both the Agency and the Vendor and the teaming partner can provide quality service. In determining that full-service is a good business decision, the commissions generated for the Blind Vendor must be comparable (not necessarily equal) to profits generated by machines filled by Blind Vendors and/or their employees. In determining whether income is comparable, the commission rate should be at least equal to the standards established in Section 5.2. The Agency may grant an exception if it has been documented that the maximum profit that can be generated by a vending facility is less than the standard established in Section 5.2. Still, the commission must be comparable to what a Vendor could make filling the machines themselves. In approving such arrangements, the Director shall ensure that the Vendor is engaged in the business as defined herein. Under no circumstances will a Vendor be allowed to place an entire vending facility on full-service and simply draw a check.

- C. Any Vendor with all of their machines on full-service at the time these rules are implemented shall be grandfathered in and may continue with full-service. However,

the grandfathering provision does not negate the responsibilities of the Vendor to be engaged in the day-to-day operations as outlined above in this section.

D. The Agreement

The Agency must approve the teaming partner agreement for full-service vending. In doing so, the Agency shall ensure that:

1. The teaming partner has experience in successfully managing vending accounts of the type to be operated with the Vendor.
2. The teaming partner has demonstrated that they have the financial resources to support the operation.
3. The agreement between the Vendor and teaming partner ensures that the Blind Vendor receives a competitive commission based upon net sales and that such commission is comparable to what a Vendor would earn if they serviced the machines. In making this determination, the Agency shall consider the performance standards outlined in Section 5.2 of this Manual.
4. The agreement must ensure that the Vendor is engaged in the day-to-day operations of the business and an active participant in all major decisions. Such engagement necessitates that the Blind Vendor be on-site a minimum of twice per month and more if the demands and/or complexity of the contract require it. When on-site, the Blind Vendor shall inspect all vending machines to ensure the machines are adequately stocked and quality products are being vended. The agreement shall specify that the Blind Vendor is responsible for pricing of products. However, even when working remotely, the Blind Vendor must remain engaged in the day-to-day management of the contract. The agreement shall clearly describe the duties of the Blind Vendor

14.4 Branded Concepts

In those facilities where a Vendor utilizes a teaming partner to offer a branded concept such as Subway®, the Vendor must provide oversight to the branded operation to ensure compliance with Program requirements. It is not the intent of this section to establish a branded operation that constitutes the Vendor's entire vending facility. The Vendor is still expected to service a portion of their facility such as the vending machines or over-the-counter operation. The Vendor and SLA will jointly make decisions on allowing a branded franchise to operate as part of the vending facility and negotiate a competitive commission. There may be situations where a Vendor bids into a facility with a branded concept already there. In such instances, the Vendor is obligated to continue to work with that partner for the remainder of any contract period.

There may be an opportunity for a Blind Vendor to actually operate a franchise. The Agency will review any request for a franchise and will consider its feasibility as it would with any vending

facility opportunity. If accepted, the Agency shall provide the same types of supports as it would for any facility.

14.5 Failure to Be Engaged

As has been noted, it is the expectation that the Blind Vendor is in charge and involved in the day-to-day decision-making at their facilities even when utilizing a teaming partner. Although the Blind Vendor relies on the support of a teaming partner, it is the Blind Vendor who owns the business and it is the Blind Vendor who will be held accountable to the Agency for poor performance. This is why it is critically important for the Blind Vendor to be engaged in the day-to-day management of the contract. The Agency may ask the Blind Vendor to document site visits and will provide the format for such documentation.

A teaming partner arrangement is not a way to effectively semi retire while maintaining a source of income. Under no circumstances will a Blind Vendor be allowed to sit at home and simply draw a check. Doing so reflects negatively on the Program and blind people in general. If a Blind Vendor is unable to perform the essential functions of the job and be on-site and be involved in the day-to-day management of the contract, the Blind Vendor must relinquish the facility. No individual will be discriminated against based upon mental or physical disabilities and this section has no application to utilizing alternative techniques to perform the essential functions of the job.

SECTION 15 CONTINUING EDUCATION / UPWARD MOBILITY

15.1 General

Licensed Blind Vendors already participating in Business Enterprises of Mississippi and operating facilities or are on the Certified for Placement List will be required to obtain additional training for the purpose of maintaining their licenses and eligibility to bid on vacant vending facilities. The intent is to set the expectation for Licensees to update skills, to gain new skills to assist them in qualifying for higher level facilities, and to improve and refresh their current knowledge and skills.

Each Licensee will be required to accrue twelve (12) training credits over a two-year period. For purposes here, a year is a calendar year. This requirement is effective the calendar year following the implementation of the new rules and Policy Manual.

Training credits may be obtained in the following ways:

- i. Mississippi BEM annual training conference = 4 Points
- ii. Special training offered by the Agency on topics of importance = 2 Points
- iii. National conferences sponsored by blind Randolph-Sheppard consumer groups (i.e., BLAST which is sponsored by the National Association of Blind Merchants) = 4 Points
- iv. National conferences sponsored by national trade organizations (i.e., National Automated Merchandising Association, National Restaurant Association, etc.) = 4 Points
- v. Lighthouse for the Blind on-line training modules approved by the Director = 2 Points
- vi. Other on-line training courses approved by the Director = 2 Points

- vii. Director approved on-line webinars = 1 Point
- viii. Business related college courses = 8 Points
- ix. Serve Safe or other nationally recognized training for certification or recertification = 2 Points
- x. Food shows sponsored by suppliers = 2 Points
- xi. Leadership training sponsored by a vending / food service organization or national blind consumer group = 4 Points
- xii. Other training as approved by the Agency after active participation by the Committee of Blind Vendors – Point Value to be Determined

If a Blind Licensee or individual on the Certified for Placement List fails to achieve the required points over the two-year period, the Director shall notify the individual in December and so advise them. In the case of a Licensed Blind Vendor, their license shall be placed in probationary status. The letter, which shall be provided in an accessible format, will afford the Licensed Blind Vendor or individual on the Certified for Placement List an extra three months (March 31st) in order to meet the requirements. If a Blind Licensee or individual on the Certified for Placement List fails to meet the minimum training requirements, the license for a Licensed Blind Vendor to manage a vending facility will be terminated. For individuals on the Certified for Placement List, their names will be removed from the list, and they will no longer be eligible to compete for vending facility assignments.

It is incumbent upon the Agency to offer sufficient training or provide financial assistance that will enable the Vendor to fulfill these requirements to stay abreast of the vending and food industry. The Blind Vendor must provide documentation to their Business Enterprise Consultant of any outside training.

The Director may grant an exception to the training requirement if a Vendor experiences a documented extended illness of six (6) months or longer that prevents them from participating in training.

The Director may also grant an exception to the training requirement if a Vendor, who has requested Agency-sponsored travel and accommodations to attend a national conference (*see v. and vi., above*), is denied their request for Agency sponsorship due to Agency budgetary constraints or other limitations placed on the Agency. To be eligible for this exception, the Vendor must make a written request for Agency-sponsorship to attend the national convention in question at least sixty (60) days prior to the conference's commencement date, and said request must be denied by the Agency. This exception may be granted only one time per vendor, per two (2) year period, and shall only except up to four (4) training credits per two (2) year period. For example, a Vendor who has obtained 8 training credits during a 2-year time frame and is granted this exception shall be in compliance with the training credit requirements. Conversely, a Vendor who has obtained 4 training credits during a 2-year time frame and is granted this exception is still short 4 training credits and shall be subject to the consequences as outlined above. An exception will only be made if the Vendor has received four (4) training credits for attending at least one BEM annual vendor training conference during the 2-year period.

SECTION 16 GUIDELINES FOR LOCATION OF A VENDING FACILITY

It is imperative that new vending facilities be established in order to maintain an adequate number of opportunities for blind individuals. One of the duties of the BEM Consultant is to secure new vending facilities with the support of the Director and Regional Manager.

16.1 Marketing / Facility Survey and Employers Contact Report

The primary method of securing new facilities is to make contact with private sector businesses and governmental agencies. Data from these contacts is recorded on the Employer Contact Report, BEM-1. The emphasis on employer contacts is quality, not quantity. The Agency, with the active participation of the Committee, may establish expectations for the number of contacts by the Consultants.

The Consultant should keep in mind the location criteria guidelines (*See* Section 16.2) when selecting a contact. If a contact suggests interest in allowing the Agency to establish a vending facility, the BEM Consultant is expected to make follow-up contacts with the prospective host facility. The BEM Consultant should follow-up leads for new vending facilities as quickly as possible even though the required number of contacts may already have been made for the month.

All Employer Contact Reports (Form BEM-1) are completed with an original and one (1) copy. The original will be sent to the Director, and one copy will be retained by BEM Consultant. Results of these contacts shall be shared with the Committee at a regularly scheduled meeting.

16.2 Location Criteria Guidelines

- A. Each proposed vending facility location will be subjected to a comprehensive survey to determine that a vending facility established would meet the requirements for economic success to a Vendor and thus will contribute to the maximum development of economic opportunities for the blind and will provide for the most productive utilization of program assets. The selection of a vending facility will be made upon the basis of an evaluation of the criteria listed below which have been disclosed and recorded as a result of a comprehensive survey of that particular location. The results of the survey will be recorded on Marketing Facility Survey Form (BEM-2).
- B. If the results of the survey suggest a new vending facility has the potential to generate a net profit to the Vendor of at least the average per capita income for Mississippi, its establishment as a stand-alone facility is encouraged in most instances. The Agency may make exceptions to this requirement if agreed to by the Committee of Blind Vendors.
- C. When establishing a vending facility in a commercial development or business area in the community, traffic count must be evaluated in order to determine the viability of the business opportunity. This location should be considered based on similar competitive enterprises.

- D. In order that a reasonable return on the investment of a new vending facility is obtained, the availability of the location must be ensured, through a lease, permit or agreement.
- E. Whenever possible, the location for a new vending facility should be obtained at no cost to the Vendor; however, it is understood that a commission may be required when establishing certain facilities especially in the private sector. Where it is necessary to pay a commission, such commission may be a flat rate or percentage of gross sales (minus sales tax). Commissions or rent payments should not be so high as to make the facility unprofitable. Any commission or rent made a part of a concessionaire agreement or permit is a cost of doing business and will have to be paid by the Blind Vendor operating the facility. On federal locations, no rent is required, but there may be a utility charge.
- F. In the event the criteria of A-E above are not met, it does not preclude the Agency from establishing a facility and adding it to another Vendor's vending facility either temporarily or permanently.

SECTION 17 ESTABLISHING A NEW VENDING FACILITY

Planning and coordination are essential to the establishment of a new vending facility. Communication between the BEM Director and the BEM Consultant will ensure the successful preparation of the vending facility. It is recommended that a timetable of implementation be drawn up by the BEM Consultant, and that the BEM Director and BEM Consultant monitor installation to ensure timely services to future Vendors.

17.1 Initial Start-up of New Vending Facilities

The BEM Director and Regional Manager will be available to consult in all areas of establishment. In order to establish a new vending facility, the following must be accomplished, although not necessarily in this order:

1. Consultant conducts a survey to ascertain potential sales based upon the population and any historical data available;
2. The Consultant documents the results of the survey on Marketing Facility Survey Form (BEM- 2);
3. If the survey results look promising, the Director will project a budget for the project and submit to the OVRB Director for approval;
4. If approved, the Consultant and Director or Regional Manager shall negotiate a permit/agreement with property management and submit to the Director of OVRB for approval;
5. The Director will design the vending facility or have it designed, including the layout of all equipment and placement of electrical outlets and plumbing;
6. The Consultant shall obtain all necessary licenses and/or permits;

7. The Director shall solicit bids as required by state purchasing requirements for necessary equipment with assistance from the Regional Manager of Business Enterprises of Mississippi or other staff, if necessary;
8. The Consultant shall set up equipment and make arrangements for plumbing and electrical connections to accommodate the new equipment;
9. The Agency shall assign a Vendor in accordance with the policies contained in this Manual;
10. The Consultant shall arrange for sufficient quantity of initial stock and supplies and other allowable supports to ensure the vending facility can operate as a viable, ongoing concern. Such supports can only be provided for the first 6 months after the individual assumes operation of a facility. If the chosen Vendor is a VR client, they will coordinate with the Vocational Rehabilitation Counselor (VRC) to pay or submit a request to use BEM funds as permissible;
11. If the Vendor is a VR client, the Consultant shall work with the VRC on any other services that may be available and that would benefit the Vendor in their business provided that such services do not extend beyond the first 6 months of operation;
12. The Agency shall ensure that the vending facility complies with state and local fire and health codes; and,
13. Orient the Vendor to the new vending facility and assist them with any problems which may arise.

17.2 Vendor Secured Locations

It is the intent of Business Enterprises of Mississippi to support Blind Vendors who want to expand their businesses and have the initiative to do the legwork to secure sites in the private sector. This policy is predicated upon the belief that the best salespeople for the Business Enterprises are the Blind Vendors themselves. It is also based upon a commitment to enable blind individuals to maximize their vocational potential.

A. Market Research

The Blind Vendor who wishes to expand their business enterprises may research potential sites where BEM may place equipment. The Blind Vendor shall make the initial contact with the potential building host and present the idea of allowing the SLA to provide the vending / foodservice in the building. It is the responsibility of the Blind Vendor to be professional at all times when promoting the opportunity for BEM. No commitments can be made by the Blind Vendor on behalf of BEM.

B. Business Plan

If a potential customer expresses a strong interest or willingness to allow the SLA to establish a vending facility on the property, the Blind Vendor shall immediately contact their Business Consultant to advise them of the potential opportunity. The Blind

Vendor shall then submit a business plan to the Business Consultant that includes estimated cost of equipment, projected sales and profits, and a brief operational plan.

C. Agreement

After consulting with the Regional Manager, if the business plan is approved, arrangements will be made for the Consultant to make an on-site visit to meet with the property contact. The Consultant will prepare and present a permit agreement to the property contact. After an agreement has been reached, the permit agreement shall be fully executed and the SLA will do its due diligence to secure the needed equipment for the site and have it delivered in accordance with any timeline that has been established. Section 17.1 above applies to such establishments.

D. Equipment and Inventory

It will be the responsibility of the Agency to provide the needed equipment and sufficient stock so that the Vendor can commence with the business.

E. Commissions

It is understood that in order to compete for business within the private sector, the Vendor may be required to pay a commission to the property. Such commission payment shall be deducted as a cost of doing business on the financial reports filed by the Blind Vendor with the SLA.

F. Attachment

The newly acquired site shall be added on to the Blind Vendor's current vending facility. It will remain attached to that facility even if the Vendor leaves unless it is agreed to by the Agency and Committee. If a Vendor retires or is removed from the Business Enterprise Program for whatever reason, the Director, with the active participation of the Committee of Blind Vendors, shall determine what to do with the facility. They may determine to leave it with the vending facility and bid it out or they may elect to attach it to another vending facility.

The Vendor shall be required to report all sales and profits and pay set aside if applicable.

G. Performance

If the Blind Vendor fails to provide satisfactory service, the property contact may request to have the Vendor removed. If the Agency receives such a request, the Blind Vendor may be removed if the Agency's investigation determines the Blind Vendor's performance was in fact unsatisfactory or property management advises BEM that it intends to terminate the agreement unless a change is made.

H. Reporting

It is the responsibility of the Blind Vendor to report all sales, expenses, etc. the same as for any vending facility. For purposes of the sales report which must be filed with the SLA, figures for the newly acquired satellite site may be reported with sales from the main facility; however, the Vendor is required to keep separate records for inspection by the Business Consultant at any time.

I. Limitations on Applicability

This policy is applicable only to properties not covered by any state or federal priority enjoyed by the SLA.

J. Businesses Outside of Business Enterprises of Mississippi

Nothing in this Policy Manual shall be construed to limit a Blind Vendor's ability to secure businesses outside of BEM. If a Blind Vendor chooses to expand their business into the private sector and is willing and able to purchase the needed equipment, there is no obligation to bring the new opportunity to the SLA. However, the Vendor must ensure that no outside business ventures interfere with, or in any way affect, their responsibilities to manage the BEM vending facility. The Blind Vendor shall keep separate records and not intermingle monies, product, etc. from the BEM facility and the outside business.

SECTION 18 POLICY FOR CLOSING VENDING FACILITIES

The Agency, with the active participation of the Committee, may choose to close a vending facility under certain circumstances. Examples of reasons for closure of a vending facility may include but are not limited to the following:

1. Failure of the vending facility to provide economic success to a Vendor;
2. The building that houses the vending facility closes;
3. There is a significant reduction in the number of tenants in a building making the business no longer profitable;
4. A building manager on private property requests the closure and terminates the agreement, etc.

18.1 Consideration for Closure

- A. After the establishment of the vending facility, the Agency will continue to assess the operation to determine if it meets the criteria for economic success to the Vendor. If sales and other reports show that the operation is failing to meet the requirements, the Business Consultant, with assistance from the Director and/or Regional Manager, may recommend to the Director of OVRB to close the vending facility or attach it to another

vending facility. The Director of OVRB shall make the final decision after allowing the active participation of the Committee. Under no circumstances will a Vendor be displaced in order to achieve the purpose of this section unless they are in agreement.

- B. Vendors whose vending facilities are closed are eligible to be placed on transfer status pursuant to Section 10.5(A) and have their name placed on the Certified for Placement List. The displaced Vendor may also reapply for vocational rehabilitation services. The Business Consultant should inform the Vendor of this right. The Consultant is encouraged to inform the District Counselor of the Vendor's situation if the Vendor so chooses.
- C. When a Vendor retires, is transferred, or leaves a particular operation for any other reason, the State Licensing Agency will purchase any increase above the stock originally provided pursuant to the conditions outlined in Section 20.6 of this Manual.

SECTION 19 RENOVATION OF VENDING FACILITIES

The Business Enterprises of Mississippi will maintain the vending facility in good repair and attractive condition and replace worn out or obsolete equipment as necessary. A renovation of a vending facility may be necessary if the facility is worn-out, there are safety issues, or the nature of the facility changes (e.g., converting a café to a micromarket). The extent to which set aside and/or federal dollars can be used to pay for the costs of such renovations will be guided by [Technical Assistance Circular 24-06](#). If there is a requirement for an exhaust fan and hood, the Agency may provide the fan and hood if it is a state asset and can be removed if BEM vacates the premises, but the installation of all ductwork and roof cuts should be provided by the host facility. The Agency will only use BEM resources to renovate vending facilities to the extent that such renovations are necessary to prepare the space for new equipment. Renovations and equipment costs will be evaluated for cost effectiveness and the availability of funds.

SECTION 20 MERCHANDISE

It is the policy of the Business Enterprises of Mississippi to sell only such products as can be sold profitably on a competitive basis.

20.1 Quality Control

Such products which are sold must be of a quality equal to that of similar products on the market. All food must be fresh. The Blind Vendor should order only a quantity which can be sold before the merchandise becomes stale or spoiled. The quality of consumable merchandise must meet health codes and any applicable regulations within that particular locale. The Vendor is required to rotate stock and dispose of outdated merchandise. Spoilage may be accounted for at wholesale prices in the miscellaneous expense column of the Record of Sales and Expenditures Form. Note: A Vendor may not expense spoiled items for which they receive credit from wholesalers or which they use for their personal benefit.

20.2 Display of Merchandise

Products which are for sale should be displayed in an attractive manner. Merchandise which is out-of-date should be removed from display and replaced. The display of articles for sale should be orderly.

20.3 Typical Variety of Merchandise

The products to be sold are generally outlined in the permit and also specified in the bid announcements. A typical inventory for vending or a market might include soft drinks, milk, bottled waters, juices, coffee, energy drinks, chips, candies, nuts, crackers, gum, sandwiches, fruit, snack foods, ice cream, snack and meal replacement bars, magazines, newspapers, etc. Additionally, in some facilities, over-the-counter medications such as Aspirin, cough drops, and stomach aids may be offered for sale as well as tissues, postal accessories, etc. Snack bars and cafeterias may sell the items listed above but will also offer hot foods and salads. This list is provided for illustration purposes only and is not intended to limit the products to be sold in a vending facility.

The variety of products will differ from vending facility to vending facility as each Vendor will cater to the demands of their customers. Likewise, the size of the vending facility will also determine the variety and quantity of the products.

20.4 Selling Prices

Pricing for products is the responsibility of the Blind Vendor. However, pricing for merchandise in the vending facility should be comparable to prices for similar merchandise in similar or competing businesses. Pricing that is out of line, either too high or too low, can have an adverse impact on their business' bottom line. If it is brought to the attention of the Business Consultant that a price may be out of line, the Consultant and Vendor will conduct a market basket analysis comparing the Vendor's prices to those at 2 convenience stores in close proximity. The Vendor's prices should not be more than 10% higher than the average as determined by the market basket analysis. Likewise, if prices are less than 90% of the average as compared to the market basket analysis, the Consultant shall discuss with the Blind Vendor and the two will jointly decide the appropriate selling price.

20.5 Initial Stock

The SLA will assume full responsibility for providing each Blind Vendor with suitable equipment and adequate initial stock and supplies. This policy is congruent with federal regulations found at 34 C.F.R. 395.3(a)(5).

Initial inventory is purchased by the SLA in an amount determined by the SLA to be sufficient to give the Blind Vendor a good start in business. In general, this amount shall be equal to up to 3 weeks of projected sales. For example, if a vending facility is projected to generate sales of

approximately \$3,000 per week, the facility will be eligible for \$9,000 in inventory. Extenuating circumstances may require more or less merchandise. Additional inventory may be added if necessary during the initial 6-month establishment period. The Vendor is responsible for this amount as long as they remain in the Program and is expected to carry this amount with them to future assignments. The initial inventory will be purchased by the Vocational Rehabilitation Counselor if the Vendor has an open VR case. The VR Counselor can assist with other start-up costs for the first six months of operation as reasonable, necessary, and allowable. The VR Counselor shall provide Blind Vendors with sufficient stock to begin operation so that no blind individual is denied the opportunity of entering the Randolph-Sheppard Program or getting a new assignment because they lack resources to purchase initial stock.

If a Vendor does not have an open VR case, the Business Consultant shall ensure stock is provided at the above levels.

The right, title to, and interest in the stock-in-trade provided by the VR Counselor is vested in the Vendor. The right, title to, and interest in the stock-in-trade of any inventory provided by the SLA over and above the amount provided by the VR Counselor is vested with the SLA. Upon assuming the operation of a vending facility, the Blind Vendor is given the use of the initial stock of inventory and is given an accounting of the fair wholesale value of this stock.

20.6 Inventory of Merchandise

Upon termination of the Vendor's agreement, the SLA conducts an inventory of the stock in trade and compares it with the initial inventory provided the Blind Vendor by the VR Counselor and/or BEM. If the fair wholesale value of the merchandise exceeds the initial cost, the surplus will be paid by the SLA to the Vendor if so desired by the Vendor. The Blind Vendor may take stock with them to their next vending facility assignment or sell it to the Agency to be assigned to the incoming Vendor or under some circumstances sell it directly to the incoming Vendor. In determining the fair wholesale value of the closing inventory, the BEM Consultant shall utilize receipts provided by the outgoing Vendor. If the outgoing Vendor cannot or does not provide receipts within 5 days of the inventory, the Consultant will utilize pricing provided by suppliers of the SLA's choosing.

As a practical matter, the process is as follows:

- Vendor A is given \$9,000 in initial inventory for their initial assignment by their VR Counselor.
- They stay at a facility for 3 years and get promoted into another facility. The Vendor is expected to take the \$9,000 with them to their new assignment.
- If the new assignment requires \$12,000, the Agency shall provide the additional \$3,000 and the Vendor will be expected to take the full \$12,000 to their next assignment.
- If a Vendor resigns or retires, the Vendor is expected to have on hand \$12,000 in inventory but has \$14,000. The Agency will pay them for the amount of the inventory on hand, minus any amounts provided by BEM which in this example was \$3,000. Therefore, in this scenario, the Agency would pay the outgoing Vendor \$11,000 (\$14,000 on hand minus \$3,000 in stock provided by BEM). In other words, the Vendor is responsible to the Agency

for any of the assigned amount over and above the original amount provided by the VR Counselor.

If the initial inventory was not provided by a VR Counselor, the Vendor will be expected to have on hand an amount equal to the initial inventory assigned to them.

The SLA determines what constitutes the stock-in-trade of a vending facility (i.e., the quality, quantity and type of merchandise that is to be considered and inventoried as the stock in trade of a particular vending facility). This is done to ensure that the SLA does not purchase stock that is damaged, out-of-date, or is inappropriate for sale in the facility. Under no circumstances will an incoming Vendor be asked to accept product that cannot reasonably be expected to sell. The extent to which merchandise is appropriate shall be determined by the SLA.

The Consultant shall complete the extension of the pricing of the merchandise and submit the completed inventory sheets to the Regional Manager within thirty (30) calendar days of taking the inventory. State Office staff shall complete calculations and the inventory letter to both the outgoing and incoming Blind Vendors involved no later than sixty (60) calendar days after taking the physical inventory. If, because of extenuating circumstances, the inventory cannot be completed and sent to the Vendors within sixty (60) days, both Vendors should be notified of the delay.

The final profit and loss statement will be adjusted for overages and shortages of inventory in order to comply with generally accepted accounting principles.

SECTION 21 VENDING FACILITY EQUIPMENT

Ownership of all equipment in the Business Enterprises Program will be vested in the State of Mississippi. Any equipment purchased or leased by the Vendor requires prior approval by the Consultant before placing it in the vending facility. When a Vendor leaves a vending facility, the SLA will have the first right of refusal to buy at fair market value any equipment purchased for use in the facility.

21.1 Purchase of Equipment

All purchases must be justified by the Consultant in writing.

A. Bid Requirements for Purchases

Items that are not covered by any state contract may be purchased on the open market in accordance with state purchasing regulations. *See* Miss. Code Ann. § 31-7-13.

1. Purchases Not in Excess of \$5,000.

An agency may purchase items costing less than \$5,000 without receiving any written quotes: however, it is suggested that the Agency contact at least two companies to get verbal quotes.

2. Purchases of More Than \$5,000 but Not More Than \$75,000.

The Agency is required to solicit and obtain at least two competitive written quotes. The quotes should be dated and must be signed by a company official.

3. Purchases Over \$75,000

The Agency is required to advertise for two weeks and shall solicit written competitive bids.

B. Contract Purchases

1. Negotiated (Multiple Source) Contracts

These are contracts that are established on the basis of negotiation as opposed to competitive bidding. The term "multiple source" refers to the fact that such contracts are in effect with more than one Vendor, offering a similar commodity line. These contracts may be established on the basis of Department of Finance & Administration (DFA) pricing and for a period that coincides with the DFA contract period. These contracts do not specify any volume and none is either guaranteed, written or implied. This type of agreement is sometimes referred to as a brand name contract.

2. Competitive Contracts

These are contracts that are established on the basis of written specifications and sealed competitive bids. These contracts may or may not specify a quantity. However, these are sole source contracts either statewide or by locality and state agencies must purchase that commodity from that supplier at the specified price unless exempt by special provisions. Such contracts may either be a state contract established by the Office of Purchasing and Travel or a contract established by individual state agencies and approved by the Office of Purchasing and Travel.

C. Purchases Not Requiring Competitive Bids

State law does not require bids for the following:

1. Contracts for professional service where no purchases of commodities are involved, utilities, freight or transportation of goods, commodities for resale, equipment repair. Note: Electrical, paint, construction and plumbing work, if it is over \$75,000 and contains commodities as well as labor, requires bids.

2. When the commodity or service costing over \$5,000.00 is available from only one source, and competitive quotations or comparative prices cannot be obtained, the Director should explain this in writing when submitting a requisition for a purchase order.
3. When an emergency exists and a purchase needs to be made quickly, the Business Consultant should immediately call to request that the purchase be affected. They shall contact the BEM State Office with a sufficiently detailed description of the emergency so the purchasing agent of MDRS Finance can determine if the described situation meets the legal definition of an emergency. A requisition will have to be submitted for the emergency purchase.

D. Purchase of Replacement Equipment

When contemplating purchasing replacement equipment, the following factors shall be used by the SLA staff to determine the disposition of equipment:

1. The number of previous repairs to this particular piece of equipment;
2. Age of the item;
3. The item's life expectancy;
4. The estimated salvage value, if any;
5. Repair cost vs. replacement cost; and,

21.2 Transfer of Equipment

The transfer of equipment will be handled on a statewide basis with the process being initiated by the Vendor, Business Consultant, or Maintenance Tech. A written notice of the transfer of equipment will be provided by the Warehouse Tech for the Consultant's files.

21.3 Storage of Equipment

Surplus equipment shall be stored in the BEM Warehouse. The Agency may utilize storage units as an extension of the BEM Warehouse. The equipment inventory compiled by BEM shall reflect the location of the equipment as the BEM Warehouse. Unused equipment will not be stored in existing vending facilities. Equipment in a vending facility will be kept on the current inventory of the location where it is located.

21.4 Salvage of Equipment Parts

In some instances, equipment may be salvageable for parts. This is especially true of vending machines. Vending machines may have component parts such as coin changers, motors, etc., which are still in good condition and can be used to repair other equipment. After the useful parts

are taken off the equipment, the remainder may be discarded only after the equipment is taken off inventory.

21.5 Transmittal Procedure for Disposal

In order to dispose of a piece of equipment by discarding it or donating it to another state agency, it is essential that the item be removed from the agency inventory. The following steps must be taken:

1. Form PSR-961, Property Salvage Report, listing all equipment to be taken off inventory, is completed by the MDRS staff.
2. The form is then reviewed and signed by the appropriate state agency officials.
3. Once the appropriate forms have been signed, the equipment shall be removed from inventory, and the BEM staff may dispose of the item in any manner it sees fit, as long as the equipment is not sold.

21.6 Telecommunication Equipment

Telecommunication equipment includes such items as reading and writing systems, talking calculators, computers, etc. When contemplating such purchases, the Agency shall ensure that a Vendor undergoes an assistive technology evaluation. This evaluation may be waived if the equipment is not of a technical nature such as a talking calculator and the Vendor has proven their ability to operate the equipment. The equipment should be returned to the SLA in the event the facility closes and/or the Vendor leaves the program.

21.7 Repair of Equipment

When there is a need for repairs in a vending facility, the Vendor calls the Business Enterprises Office directly to expedite the process. Except for refrigeration, repairs will be performed by the BEM Repair Tech(s) or arranged through a private repair service. All refrigeration repairs will be outsourced to experts in that field.

21.8 Transmittal Procedure for Repairs

- A. When a request for repair is made, the BEM State Office or Consultant will authorize the repair, if appropriate.
- B. The repair will be assigned to a Maintenance Tech who shall perform the necessary repairs and complete the BEM Repair Form. Copies of the BEM Repair Form shall be sent to the Business Consultant. When the Consultant receives the Repair Form for repair work, they will initial the invoice, copy, and make notes of any information concerning the repair that they feel needs to be brought to the attention of the Vendor or State Office.
- C. The Consultant will then forward a copy of the BEM Repair Form to the State Office.

- D. Copies of BEM Repair Forms shall be retained by the Consultant.
- E. From time to time, it may be necessary to outsource a repair. An example would be refrigeration equipment. The BEM State Office will determine the appropriate company to perform such repairs.

SECTION 22 REPORTS

In addition to BEM reports, there are numerous reports required of Vendors by the federal and state government. The Vendor is responsible for filing these government reports and the SLA shall ensure that all Vendors are trained on the requirements concerning these reports. In order for the Business Enterprise Program to function properly, communication through the following reports by and to Vendors is essential.

22.1 Reports by the Vendor to BEM

A. Record of Sales and Expenditures

In order to accurately assess the income from sales and to accurately prepare required U.S. Department of Education reporting, it is necessary to track financial activity of all vending facilities. The Vendor is required to report such financial activity monthly to the Agency in the format required. The report shall include all sales, purchases and expenses so that the net proceeds of each facility can be determined. This report shall include a record of gross sales, other income not taxable (newspapers, etc.), taxes collected and paid, cost of goods sold, all costs associated with personnel, miscellaneous expenses (each expense must be itemized e.g., spoilage, etc.). Each report should be complete and should always contain the Vendor's name, facility name, and the dates to indicate the month in question.

Copies of all purchase invoices, invoices for all expense items (e.g., pest control, contract cleaning invoices, etc.), and payroll documentation must be maintained by the Vendor and made available to the Agency for inspection so that the accuracy of the reports can be verified. In order to accomplish this, the Business Enterprises Consultant shall conduct a semi-annual review and randomly review documentation for one month. If no issues are identified, the review is complete. If discrepancies are noted, additional months may be reviewed. The Blind Vendor will be required to file amended reports if errors are noted.

- B. For each person employed, the Vendor must include Social Security number, name, gross wages, FICA tax withheld, Federal tax withheld, state tax withheld and net wages. This information is on the lower portion of the Monthly Sales and Expenditure report
- D. Wages paid to spouses and other family members are permissible provided:
 - 1. The Vendor does all withholdings and treats the family member as any other employee; and,

2. The wages paid are commensurate with what other employees in the same type of job would earn.

22.2 BEM Reports to Vendors

- A. After the close of each month's business, a work sheet entitled "Monthly Summary of Facility Operations" is sent to each Vendor. This worksheet details all income and expenses affecting business and summarizes the amount the Vendor owes the Business Enterprise Program.
- B. Every Vendor is provided a monthly Profit and Loss Sheet to assist the Vendor in controlling various factors affecting the profitability of their vending facility. The Profit and Loss Sheet also has a "Year to Date" column which gives the Vendor a management tool to use when evaluating the performance of various aspects of their business.
- C. On a quarterly basis, a statement of expenses and revenues is sent out to all the Vendors. This report contains all the financial data relating to the Business Enterprise Program for the period involving the three (3) preceding months.

The amount of total expenses and the actual cash balance plus other important data are contained in this report. All questions or requests for assistance in interpretations of this report should be directed to the SLA.

SECTION 23 FACILITY OBSERVATION REPORT & QUARTERLY SITE REPORT

The Consultant is responsible for providing management services to all vending facilities. In so doing, they must, establish written documentation of all important factors affecting vending facilities under their supervision. The Consultant uses the BEM Observation Report and Quarterly Site Report as tools to ensure that quality services are being provided to customers and that profits to the Vendor are being maximized to the extent practicable. Additional narrative reports may be generated as needed. To the extent practicable, the Consultant should schedule in advance facility visits with the Blind Vendor and provide at least forty-eight (48) hours notice. If a Blind Vendor fails to show at the agreed upon time, the Consultant may continue with the site visit and note the absence of the Blind Vendor and reason on the report.

23.1 Observation Report

A. Purpose of Visit

The Consultant should have a definite purpose in mind when planning the visit and should be thoroughly acquainted with all of the pertinent facts and information prior to the contact.

B. Timing

An important factor to consider in visiting Vendors is timing. Visits should be scheduled at times that will not interfere with rush hours and ample time should be allowed in order to hold a worthwhile meeting.

C. Report Observations

The BEM Facility Observation Report contains a checklist for evaluation by the BEM Consultant of on-going areas of concern if there are any. The BEM Consultant will explain in the remarks section in sufficient detail the nature of the problems and the proposed solution of all areas evaluated as “poor”. The remarks section may be used to record anything the BEM Consultant feels should be recorded. The Vendor is not required to sign the Observation Report; however, a copy shall be sent to the Vendor in an accessible format and the Vendor will have an opportunity to respond and that response will be added to the form.

D. Frequency of Report

The BEM Observation Report is expected to be completed each month for each vending facility. If no visit was made during the month, the report should still be made indicating that no visit was made and the reason(s). One Observation Report form may be used to record multiple visits during the month.

23.2 Quarterly Site Visit Report

A. Purpose of Visit

The purpose of the quarterly site visit report is to conduct a more formal inspection of the vending facility and to do a more in-depth analysis of the business operation.

B. Timing

The intent is that the Consultant will complete 2 monthly Observation Reports and complete a Quarterly Site Report in the third month of the quarter. Like with Observation Reports, visits should be scheduled at times that will not interfere with the business. However, this does not preclude the Consultant from being at the facility during rush hours to observe the business operation. Ample time should be allowed for the Consultant and Vendor to discuss any findings.

C. Quarterly Site Report

This report will incorporate results of a physical inspection, a financial analysis of the business, and feedback from property management if any. It shall also include any unresolved deficiencies noted on the Observation Reports for that reporting period. The report shall be given to the Vendor in an accessible format and the Vendor will be required to sign it. Signing does not necessarily indicate agreement with the report.

The Vendor may add their comments to the report and those comments will be included on the report.

D. Frequency of Report

The Quarterly Site Visit Report is expected to be completed once during each quarter of a calendar year. If no visit was made during the quarter, the report should still be made indicating that no visit was made and the reason(s). One Observation Report form may be used to record multiple visits during the month.

E. Areas for Periodic Consideration

When a vending facility is underperforming, the following are areas which the BEM Consultant may want to consider when evaluating the situation. These areas by no means constitute all areas which need evaluation and the Consultant must be mindful that each vending facility and Vendor are unique. What pertains to one location may not be applicable to another.

The following questions may be addressed in the remarks section of the Observation Report on those facilities with consistent problems.

1. Are there factors related to the customer base such as employees being moved out of the building and/or downsizing that are potentially affecting sales?
2. Is the type of service (i.e., snack bar, vending, micromarket, etc.) still appropriate for this particular location?
3. Does the facility have the necessary equipment that will enable the Vendor to be successful?
4. Is pricing consistent with the general area or are they too low, which is keeping sales figures low and lowering gross profit percentages?
5. Is the staffing level appropriate to maximize profits while still ensuring an efficient operation?
6. Is the quality of the food meeting the needs of the customers?
7. Is the facility being maintained in a clean and attractive condition so as to entice customers?
8. Is Vendor interaction with customers impacting sales and/or profits?
9. Is there training that may better enable the Vendor to be more successful?
10. What can be done to improve the efficiency of the operation?

SECTION 24 DUE PROCESS PROCEDURES

Any Blind Licensee dissatisfied with any agency action arising from the operation or administration of the vending facility program shall be provided the right to due process. There are 3 levels of due process available to Blind Licensees in Mississippi - administrative review, full evidentiary hearing, and federal arbitration. A Blind Licensee must submit their request for due process in writing no later than fifteen (15) business days from the occurrence of the Agency action with which they are dissatisfied or being advised of such action. A Licensee may require additional information prior to filing a due process request. The Licensee may preserve their right to due process prior to filing a request by notifying the Agency of the need for more information, provided that such notice is given within fifteen (15) business days of the occurrence of the Agency action. Under such circumstances, the Licensee must file a formal request for due process within thirty (30) days of the original notice or within fifteen (15) days of being provided the additional information requested from the Agency, whichever is longer.

24.1 Administrative Review Procedure

- A. The purpose of an administrative review is to provide an informal procedure through which the Agency provides a Blind Licensee or their representative an opportunity to express and seek remedy for their dissatisfactions with any agency action arising from the operation or administration of the vending facility program. Such efforts should not, however, discourage or interfere with Licensees exercising their rights to pursue the formal full evidentiary hearing process. The administrative review is an optional step and is at the discretion of the Blind Licensee.
- B. The Blind Licensee or their designee (who may or may not be a member of the State Committee of Blind Vendors) may request in writing, within fifteen (15) business days of the occurrence of the Agency action, an administrative review of the action arising out of the operation or administration of the vending facility program. A Blind Licensee may require additional information prior to filing an administrative review request. The Licensee may preserve their right to due process prior to filing an administrative review request by notifying the Agency of the need for more information, provided that such notice is given within fifteen (15) business days of the occurrence of the Agency action. Under such circumstances, the Licensee must file a formal request for an administrative review within thirty (30) days of the original notice or within fifteen (15) days of being provided the additional information requested from the Agency, whichever is longer. The review will be conducted only by a member or members of the MDRS staff who has not in any way participated in the Agency action in question.
- C. The administrative review shall be held at a time and place convenient to the Blind Licensee requesting such review. The administrative review shall be held during regular Agency working hours, at a district or local office location. It is expected that an administrative review will be conducted within fifteen (15) business days of receipt by the Agency of such written request.
- D. The Blind Licensee will be reimbursed for any travel expenses associated with an administrative review in accordance with State of Mississippi travel regulations.

Reader or other communication services, if needed, shall be arranged for the Blind Licensee by the State Licensing Agency.

- E. Documentation of written requests for administrative review and actions and decisions resulting therefrom shall be maintained as part of the official record of the administrative review process.
- F. When an informal administrative review does not resolve a dispute to the satisfaction of a Blind Licensee, such Blind Licensee may request a full evidentiary hearing.

24.2 Full Evidentiary Hearings

- A. When a Blind Licensee is dissatisfied with any State Licensing Agency action arising from the operation or administration of the vending facility program, such Blind Licensee may request a full evidentiary hearing. The request must be in writing and be within fifteen (15) days of the decision in an administrative review, or within fifteen (15) days of the occurrence of any Agency action with which the Blind Licensee is dissatisfied if they choose to bypass the administrative review. A Blind Licensee may require additional information prior to filing a full evidentiary hearing request. The Licensee may preserve their right to due process prior to filing a full evidentiary hearing request by notifying the Agency of the need for more information, provided that such notice is given within fifteen (15) business days of the occurrence of the Agency action. Under such circumstances, the Licensee must file a formal request for a full evidentiary hearing within thirty (30) days of the original notice or within fifteen (15) days of being provided the additional information requested from the Agency, whichever is longer. Such request for a full evidentiary hearing shall identify one or more disputed issues to be resolved in an evidentiary hearing.
- B. Blind Licensees shall be informed in writing of their right to and the procedures to be followed in obtaining a full evidentiary hearing at the time they are licensed.
- C. A Blind Licensee must request a full evidentiary hearing in writing. This request must be transmitted to the Executive Director of MDRS. It may be transmitted personally, by certified mail, return receipt requested, or email. This request may be transmitted through the State Committee of Blind Vendors.
- D. A Blind Licensee is entitled to legal counsel or other representation that does not have to be an attorney in a full evidentiary hearing. The Licensee shall be responsible for paying for their own representation.
- E. Reader service or other communication services required by the Blind Licensee shall be arranged for and paid by the SLA, should the Licensee so request. Transportation costs and per diem shall be provided also to the Blind Licensee during the pendency of the evidentiary hearing, if the location of the hearing is in a city other than the legal residence of the Blind Vendor.

- F. The hearing shall be held at a time and place convenient and accessible to the Blind Licensee. A hearing shall be held during the regular Agency working hours at a time and place convenient to the Blind Licensee. The hearing shall be scheduled by the State Licensing Agency within fifteen (15) working days of its receipt of such a request, unless the State Licensing Agency and Blind Licensee mutually agree, in writing, to some other period of time. The Blind Licensee shall be notified in writing of the time and place fixed for the hearing and of their right to be represented by legal or other counsel. The Blind Licensee shall be provided a copy of the hearing procedures and other relevant information necessary to enable them to prepare their case for the hearing.
- G. The presiding officer at the hearing shall be an impartial and qualified official who has no involvement either with the Agency action which is at issue in the hearing or with the administration or operation of the Randolph-Sheppard Vending Facility Program. They may be a staff member, official of another state agency, a state agency hearing officer, or an outside person qualified to act as a hearing officer.
- H. The presiding officer shall conduct a full evidentiary hearing, avoid delay, maintain order and make sufficient record of the proceedings for a full and true disclosure of the facts and issues. To accomplish these ends, the presiding officer shall have all powers authorized by law and make all procedural and evidentiary rulings necessary for the conduct of the hearing. The hearing shall be open to the public unless the presiding officer, for good cause shown, otherwise determines.
- I. Both the Blind Licensee and the State Licensing Agency are entitled to discovery and to present their case by oral or documentary evidence, to submit rebuttal evidence, and to conduct such examination and cross-examination of witnesses as may be required for a full and true disclosure of all facts bearing on the issues.
- J. All papers and documents introduced into evidence at the hearing shall be filed with the presiding officer and provided to the other party. All such documents and other evidence submitted shall be open to examination by the parties and opportunities shall be given to refute facts and arguments advanced on either side of the issues.
- K. A transcript shall be made of the oral evidence and shall be made available to the parties. The State Licensing Agency shall pay all transcript costs and shall provide the Blind Vendor with at least one copy of the transcript in an accessible format.
- L. The transcript of testimony, exhibits, and all papers and documents filed in the hearing shall constitute the exclusive record for decision.
- M. The decision of the presiding officer shall set forth the principal issues and relevant facts adduced at the hearing, and the applicable provisions in law, regulation, and Agency policy. It shall contain findings of fact and conclusions with respect to each of the issues, and the reasons and basis therefore. The decision shall also set forth any remedial action necessary to resolve the issues in dispute. The decision shall be made within fifteen (15) working days after the receipt of the official transcript. The decision

shall be mailed promptly to the Blind Vendor and the State Licensing Agency. The SLA shall promptly forward a copy of any such decision to the Committee of Blind Vendors.

24.3 Federal Arbitration

Pursuant to 34 C.F.R. 395.13(a), any Blind Vendor dissatisfied with any action or decision arising out or decision rendered in an evidentiary hearing may file a complaint with the Secretary of Education. Pursuant to 34 C.F.R. 395.13(c), the Secretary shall convene an ad hoc panel to conduct a hearing and render a decision which shall be final and binding on the parties except that such decisions are subject to appeal and review as a final agency action.

SECTION 25 CONFIDENTIALITY

The Business Enterprises of Mississippi shares business and logistical information only as it is operationally required. As an eligibility program, it is considered common knowledge and is openly shared that participants are legally blind, along with meeting all other eligibility requirements. The Agency may also share the name and location of facilities managed by a Vendor as well as the Vendor's business contact information. Any personal information, including earnings, will be treated as confidential information and not released.

Attachment A

AGREEMENT FOR OPERATION OF A VENDING FACILITY UNDER RANDOLPH-SHEPPARD ACT

BETWEEN

**THE OFFICE OF VOCATIONAL REHABILITATION FOR THE BLIND
DEPARTMENT OF REHABILITATION SERVICES
BUSINESS ENTERPRISES of MISSISSIPPI, STATE LICENSING AGENCY**

AND

A BLIND ENTREPRENEUR

THIS AGREEMENT entered into this ___ day of _____, _____, by and between the MISSISSIPPI VOCATIONAL REHABILITATION FOR THE BLIND, State Licensing Agency (hereinafter SLA), and _____, a Blind Entrepreneur or Trainee under the Randolph-Sheppard Program, (hereinafter, Entrepreneur),

WITNESSETH:

WHEREAS, the SLA has been granted a permit or contract by _____, for the operation of a vending facility by a licensed blind entrepreneur under the Randolph-Sheppard Program on the ___ Federal Property or ___ Non-Federal Property located at _____, a copy of which permit or contract is attached hereto and made a part hereof; and,

WHEREAS, the SLA has offered the Entrepreneur the opportunity to operate the vending facility under the terms and conditions hereinafter set forth as a ___ Temporary ___ Permanent Assignment; and,

WHEREAS, _____ is qualified by law to be an Entrepreneur by virtue of having been declared legally blind as a result of information reported by a licensed practitioner of eye care, and having completed other eligibility requirements for participation in the Program; and,

WHEREAS, the Entrepreneur has agreed to undertake the operation of the vending facility under the terms and conditions hereinafter set forth; and,

WHEREAS, the parties do not intend to derogate in any way from responsibilities and rights imposed and granted by applicable federal, state, or local laws or regulations by this agreement.

NOW, THEREFORE, in consideration of the premises, it is mutually agreed as follows:

1. The SLA will:
 1. Equip the vending facility for carrying out the business authorized by the permit or contract as necessary.
 2. Furnish initial stocks of merchandise sufficient to enable the entrepreneur to commence operating the business authorized by the permit or contract. The SLA will also furnish the Entrepreneur with a complete listing of all equipment and initial stocks.
 3. Maintain the equipment at the vending facility in good repair, and will replace obsolete and worn out equipment as necessary.
 4. Assign a Business Consultant and shall provide management services to ensure adequate oversight and supervision to all vending facilities pursuant to 34 C.F.R. 395.3(11)(ii).
 5. Afford the Entrepreneur with an opportunity for upward mobility / continuing education training.
 6. Comply at all times with the Randolph-Sheppard Act, its implementing regulations, the Business Enterprises of Mississippi Rules, and Policy Manual.
 7. Ensure that the Rules and Business Enterprises of Mississippi Policy Manual are implemented fairly and uniformly.
 8. Provide written materials to the Entrepreneur in an accessible format.
 9. Afford any blind Licensee who is dissatisfied with any Agency action arising from the operation and administration of the vending facility program with an opportunity for an evidentiary hearing.
2. The ENTREPRENEUR will:
 1. Be engaged in and responsible for the day-to-day business of the vending facility and shall not enter into a teaming arrangement or subcontract without written approval of the SLA;
 2. Abide by all requirements of the Business Enterprises of Mississippi Rules and Regulations and Policy Manual;
 3. Carry on the business of the vending facility in compliance with the terms and conditions of the permit or contract;
 4. Comply with applicable health laws / regulations and laws / regulations of other governmental entities with jurisdiction over the operation of this business;
 5. Be responsible for having the vending facility open for business on the days and during the hours specified in the permit or contract;
 6. Be accountable to the SLA for the proceeds of the business of the vending facility, and handle the proceeds, including payments to suppliers and deposits of funds, in accordance with instructions from the SLA.
 7. Maintain a neat business-like appearance while working at the vending facility, and manage the facility in an orderly, business-like manner.
 8. Take proper care of the equipment of the vending facility, and make alterations or changes therein only with written approval of the SLA.
 9. Notify the SLA a reasonable time in advance of taking any voluntary leave from the vending facility, and as soon as possible with respect to any involuntary leave.

10. Ensure there is sufficient staff to maintain the efficient operation of the vending facility if the Entrepreneur is absent due to illness, vacation, or otherwise. The salary of any additional staff required, or that of other emergency help, shall be paid by the Entrepreneur and reported as a business expense on the monthly report.
11. Keep such records and make such reports as the SLA shall require.
12. Agree to enter their vending facility at their own risk. The responsibility for injury they may receive and all related expenses will be assumed by the Entrepreneur.

C. GENERAL

1. The SLA and Entrepreneur will not discriminate on the basis of sex, age, physical or mental impairment, creed, race, color, national origin, or political affiliation and will comply with all applicable federal and state laws related to discrimination.
2. The Entrepreneur is self-employed and nothing in this Agreement shall be construed as to constitute an employer / employee relationship nor is the Entrepreneur forbidden from securing other vending business that is outside the scope of the Business Enterprises of Mississippi and this Agreement;
3. The SLA and Entrepreneur will at all times abide by the BEM Code of Conduct.
4. The business to be carried on at the vending facility will be limited to that specified and authorized in the permit or contract.
5. The right, title, and interest in and to the equipment of the vending facility, the stock in trade, and funds on hand are vested in the SLA, and will be left at the vending facility or turned over to the SLA on the termination of this Agreement for any reason by either of the parties. In such an event, the SLA will conduct an inventory to determine the wholesale value of stock in trade, cash on hand, and presence of the equipment. This will be compared with the inventory done at the time the entrepreneur took the facility. If the fair wholesale value of merchandise exceeds the initial cost, the surplus will be paid to the Entrepreneur, their heirs, or assignees. Should it be less, the deficit will be due and payable to the SLA at the completion of the inventory.
6. The monthly income of the Entrepreneur shall be the net profits of the business of the vending facility for the period in question, less the funds, which must be set aside.
7. The business and premises of the vending facility shall be covered by public liability insurance, Workers Compensation Insurance and any such other insurance required by permit or law. The cost of such insurance shall be a cost of operating the business of the vending facility and taken into account as such in determining the net proceeds of the business.
8. This Agreement may be terminated at any time by the Entrepreneur by providing thirty (30) days written notice. It shall be automatically terminated upon the revocation or termination of the permit or contract. Additionally, the Agreement may be terminated by the SLA if the business of the vending facility is not conducted in accordance with this Agreement, or with applicable federal, state, or local laws and regulations or the BEM Policy Manual. The Agency shall provide thirty (30) days advance notice of terminating this Agreement for cause and shall first afford the Vendor an opportunity for an evidentiary hearing.

I certify that the foregoing document has been read to me and that I understand and agree with its contents. I also understand the provisions of the permit or contract, the SLA rules and regulations, and the BEM Policy Manual. I understand that I have the right to an administrative review of any state agency action with which I am dissatisfied. If such review does not resolve the matter to my satisfaction or I elect to forgo an administrative review, I can request a full evidentiary hearing. Any such requests on the Entrepreneur's part shall be made in writing addressed to the SLA, within fifteen (15) days of notice of the Agency action.

Business Enterprise of Mississippi Blind Entrepreneur

Date

Business Enterprise of Mississippi Consultant

Date

Witness

Date

Attachment B

Business Enterprises of Mississippi Business Code of Conduct

As a Licensed Blind Vendor, Trainee, or SLA staff member, I understand my obligation to conduct all aspects of my responsibilities with honesty and integrity and to always present a positive image of the Business Enterprises of Mississippi and to promote the abilities of blind people in general. Signing this Business Code of Conduct is my commitment to conduct myself in a manner that reflects positively on me as a person and on BEM as a Program.

I AGREE TO:

- ◆ Deal honestly with all customers, employees, suppliers, property management officials, SLA staff, and anyone else with whom I have contact in my capacity with Business Enterprises of Mississippi;
- ◆ Treat with dignity, fairness, and respect customers, employees, suppliers, property management officials, SLA staff, and others with whom I have contact in my capacity with BEM;
- ◆ Create a safe workplace free of sexual harassment or any manner of sexual misconduct;
- ◆ Create an environment that is not considered by employees or others to be a hostile environment and is free of bullying and harassment of any kind;
- ◆ Acknowledge and embrace historical, cultural, and social diversity and promote full participation while refraining from demeaning, derogatory, or discriminatory language;
- ◆ Do not discriminate in any facet of the BEM based upon sex, age, religion, race, color, creed, national origin, political affiliation, or disability and ensure compliance with all federal and state laws related to discrimination.
- ◆ Respect the privacy and confidentiality of others as required by law, regulation, and/or Agency policy;
- ◆ Take no action to bring the reputation or image of the Business Enterprises of Mississippi, its staff, or Blind Vendors into disrepute;
- ◆ Act responsibly when posting on social media and refrain from using profanity and posting pictures or other content not suitable for children or that may be considered to be offensive by others;

- ◆ Comply with all federal, state, and local laws as well as governmental rules and regulations that have application to BEM, including all requirements contained in this Policy Manual;
- ◆ Do my part in my capacity with BEM to ensure a focus on providing quality products and/or excellent customer service;
- ◆ When applicable, maintain accurate records and documentation, use sound accounting and bookkeeping practices, and report accurately operational activities and pay all fees as required in a timely manner.

PRINT NAME

SIGNATURE

DATE

Title 32: Rehabilitation Services
Part 3: Vocational Rehabilitation for the Blind
Subpart 3: Business Enterprises of Mississippi
Chapter 2: Program Rules

BUSINESS ENTERPRISES OF MISSISSIPPI
PROGRAM RULES

TABLE OF CONTENTS

Section 1.	GENERAL PROVISIONS
1.1	Purpose
1.2	Definitions
1.3	Policy of Nondiscrimination
1.4	Business Enterprises Policy Manual
1.5	Uniformity of Application
Section 2.	LICENSING
2.1	Eligibility for Licensing
2.2	Certified for Placement List
2.3	Trial Period
2.4	Issuance of License
2.5	Termination of License
Section 3.	ASSIGNMENT OF VENDORS
3.1	Competitive Bid Process
3.2	Temporary Assignment
3.3	Lateral Transfers
Section 4.	OPERATING AGREEMENT
4.1	Execution of Agreement
4.2	Contents of Agreement
4.3	Duration and Termination
Section 5.	SANCTIONING OF A VENDOR'S LICENSE
5.1	Grounds for Sanctioning
5.2	Notice of Probation
5.3	Right to Bid
5.4	Repeated Probations
5.5	Revocation of Licenses Not Requiring a Probationary Status
Section 6.	EMERGENCY REMOVAL OF A VENDOR
6.1	Removing the Blind Vendor
6.2	Agency's Responsibilities
Section 7.	CONTINUING EDUCATION / UPWARD MOBILITY TRAINING
7.1	Minimum Requirements
7.2	Source of Training
7.3	Exceptions

Section 8. REPORTS AND SETTING ASIDE OF FUNDS

- 8.1 Monthly Reports
- 8.2 Set Aside Fees
- 8.3 Use of Set Aside Fees

Section 9. RESPONSIBILITIES OF THE AGENCY

Section 10. RESPONSIBILITIES OF BLIND VENDOR

Section 11. USE OF TEAMING PARTNERS

Section 12. UNASSIGNED INCOME

- 12.1 Federal Unassigned Income
- 12.2 Non-Federal Unassigned Income

Section 13. COMMITTEE OF BLIND VENDORS

- 13.1 General
- 13.2 Functions of the State Committee of Blind Vendors

Section 14. DUE PROCESS

- 14.1 Right to Appeal
- 14.2 Administrative Review
- 14.3 Full Evidentiary Hearing
- 14.4 Federal Arbitration

Section 15. CONFIDENTIALITY

- 15.1 Vendor Personal and Financial Information

Section 1. GENERAL PROVISIONS

1.1 Purpose

The purpose of the Business Enterprises of Mississippi is to provide blind persons with remunerative employment, enlarge the economic opportunities for the blind, and stimulate the blind to greater efforts to make themselves self-supporting.

1.2 Definitions

- A. ***Accessible format*** means an alternative format to regular print that is consistent with the abilities and needs of a blind person and that allows that blind individual to independently access printed, written, or visual materials.
- B. ***Active Participation*** means an ongoing process of negotiations between the State Licensing Agency and the Committee to achieve joint planning and approval of program policies, standards and procedures affecting the overall operation of the vending facilities program, prior to their implementation by the Agency. The implementation of agreed-upon policies, standards and procedures affecting the overall operation of the vending facilities program, shall be subject to review by the Committee. It is understood that the Agency bears final authority and responsibility for the administration and operation of the vending facilities program, including the assurance of continuing, active participation with the Committee.
- C. ***Agency*** means the Mississippi Department of Rehabilitation Services.
- D. ***Blind person*** means a person who, after examination by a physician skilled in diseases of the eye or by an optometrist, whichever such person shall select, has been determined to have:

- i. Not more than 20/200 central visual acuity in the better eye with correcting lenses, or
 - ii. An equally disabling loss of the visual field as evidenced by a limitation to the field of vision in the better eye to such a degree that its widest diameter subtends an angle of no greater than 20 degrees.
- E. ***Business Enterprises of Mississippi – (BEM, BE, and/or Program)*** means the program within the Department of Rehabilitation Services under the Office of Vocational Rehabilitation for the Blind that provides blind persons the opportunity to manage and operate vending facilities on government and other properties.
 - F. ***Business Enterprises Policy Manual*** – Developed jointly by the State Licensing Agency and Committee of Blind Vendors, it contains the policies and procedures for the day-to-day operation of the BEM and specific requirements for the operation of vending facilities.
 - G. ***Certified for Placement List*** means a list of blind persons who are not currently managing a vending facility but who have met all requirements and are eligible to bid on vacant vending facilities.
 - H. ***Committee of Blind Vendors (Committee)*** means an officially organized entity within State government that meets the requirements of 34 C.F.R. 395.14,
 - I. ***Director*** means the Director of the Business Enterprises of Mississippi.
 - J. ***Licensee*** means a person licensed by the Agency to operate a vending facility on federal, state or other property in Mississippi.
 - K. ***Management Services*** means supervision, inspection, quality control, consultation, accounting, regulating, in-service training, and other related services provided on a systematic basis to support and improve vending facilities operated by Blind Vendors. *Management services* do not include those services or costs which pertain to the on-going operation of an individual facility after the initial establishment period.
 - L. ***Net Proceeds*** means the amount remaining from the sale of articles or services of vending facilities, and any vending machine or other income accruing to Blind Vendors after deducting the cost of such sale and other expenses (excluding set-aside charges required to be paid by such Blind Vendors).
 - M. ***Operate*** means to be responsible for the day-to-day operation of a vending facility. To the extent these services are required, operate means the Vendor personally or through subordinates performs duties that include but are not limited to purchasing product for resale, maintaining inventory, determining pricing of products, resolving problems, addressing complaints, hiring employees and performing related human resources duties, and other duties associated with managing a vending facility business including being on-site to the extent necessary to ensure an efficient and profitable operation.
 - N. ***Operating Agreement*** means the document signed by the Blind Vendor and the Agency that outlines the terms and conditions of a vending facility assignment.
 - O. ***Permit*** means the official approval given to the Agency by a department, agency or instrumentality in control of the maintenance, operation, and protection of federal or state property, or person in control of other property, whereby the Agency is authorized to establish a vending facility.
 - P. ***Probation*** means disciplinary status of a license up to thirty (30) days in duration during which time the Blind Licensee must correct deficiencies and/or improve

- performance or risk termination of the license.
- Q. ***Set-Aside Funds*** means funds which accrue to the State Licensing Agency from an assessment against the net proceeds of each vending facility in the State's vending facility program and any income from vending machines on state or federal property which accrues to the State Licensing Agency.
 - R. ***State Licensing Agency (SLA)*** means the Mississippi Department of Rehabilitation Services (MDRS), which has been designated by the U.S. Secretary of Education to issue licenses to blind persons for the operation of vending facilities on federal and other properties.
 - S. ***Teaming Partner*** means an entity that enters into an agreement with the Blind Vendor to provide expertise, training, and support intended to better enable the Vendor to meet the requirements of the permit or contract.
 - T. ***Unassigned Vending*** – means commissions paid to the Agency by a third party from vending machines that are not operated by a Blind Vendor on federal or non-federal property.
 - U. ***Vending Facility*** means automatic vending machines, cafeterias, snack bars, cart service, shelters, counters, and such other appropriate auxiliary equipment which may be operated by blind licensees and which is necessary for the sale of newspapers, periodicals, confections, tobacco products, foods, beverages, and other articles or services dispensed automatically or manually and prepared on or off the premises in accordance with all applicable health laws, and including the vending or exchange of changes for any lottery authorized by State law and conducted by an agency of a state within such state.
 - V. ***Vending Machine*** means a coin or currency operated machine which dispenses articles or services, except that those machines operated by the United States Postal Service for the sale of postage stamps or other postal products and services, machines providing services of a recreational nature, and telephones shall not be considered to be vending machines.
 - W. ***Vendor*** means a blind licensee who is operating a vending facility on Federal or other property.

1.3 Policy of Nondiscrimination

As the State Licensing Agency, MDRS ensures that every aspect of the Business Enterprises of Mississippi shall be administered without reference to sex, age, religion, race, color, creed, national origin, political affiliation, or disability and shall ensure compliance with all federal and state laws related to discrimination.

1.4 Business Enterprises Policy Manual

The Agency, with the active participation of the Committee of Blind Vendors, shall develop a Business Enterprises Policy Manual which sets forth policies and procedures required to comply with these rules. Neither these Rules nor the Policy Manual shall be implemented until approved by the U.S. Department of Education.

1.5 Uniformity of Application

Pursuant to 34 C.F.R. 395.3(a)(11)(i), the Agency shall ensure that these Rules and the Business Enterprises Policy Manual are applied uniformly. Nothing in these Rules or the Policy Manual shall be interpreted to conflict with 20 U.S.C. 107 et. Seq. or 34 C.F.R. 395.

Section 2. LICENSING

2.1 Eligibility for Licensing

The Agency shall issue licenses to blind persons who meet the following criteria:

4. Legally blind;
5. A citizen of the United States; and,
6. Determined by the Agency to be qualified to manage a vending facility operation.

The criteria for the Agency determining how an individual qualifies are contained in the Business Enterprises Policy Manual and may include completion of standardized training, including on-the-job training, and/or an evaluation of a candidate's education and experience. The training program shall be created with the active participation of the Committee of Blind Vendors and may be provided directly by the Agency and/or a third party selected by the Agency with the active participation of the Committee.

2.2 Certified for Placement List

Upon completion of all training requirements or acceptance based upon previous experience, an individual's name will be placed on the Certified for Placement List. Being placed on the Certified for Placement List allows for the individual to be assigned to manage and operate a vacant vending facility in accordance with Section 3 of these rules.

2.3 Trial Period

In determining that an individual is qualified to manage a vending facility, the Agency shall require that each individual placed into their initial assignment from the Certified for Placement List has successfully completed a six-month trial period during which time they demonstrate the ability to successfully manage a vending facility.

2.4 Issuance of License

The Agency shall issue a license for an indefinite period of time subject to termination for cause after first affording the Vendor an opportunity for an evidentiary hearing.

2.5 Termination of License

A. Disciplinary Termination

The Agency shall issue licenses for an indefinite period of time, but subject to

termination if, after affording the Blind Vendor an opportunity for a full evidentiary hearing, the Agency finds that the vending facility is not being operated in accordance with:

7. The Business Enterprises of Mississippi Rules;
8. The Business Enterprises of Mississippi Policy Manual;
9. The terms and conditions of the permit or contract;
10. The Operating Agreement;
11. State, federal, or local law, the violation of which is, or reasonably may, result in financial or physical harm to the customers of the facility, other persons, the Agency, or the Vendor; or
12. Regulations of other agencies of the State of Mississippi or local governments which have regulatory authority directly related to the operation of a vending facility, including but not limited to, the State Tax Commission, Department of Health, and Employment Security Commission.

The Agency will give thirty (30) days' written notice in an accessible format in advance of terminating a Vendor's license, and such advance notice shall be given only after the expiration of a thirty (30) day probationary period, except as provided in Subsection B below (Non-Disciplinary Termination) and Section 5.5 of these rules.

The termination of a license must be approved by the Director of the Office for Vocational Rehabilitation of the Blind.

B. Non-Disciplinary Termination

The Agency must revoke the Vendor's license if:

4. The Vendor resigns or retires from the Program;
5. The Vendor has an extended illness that extends beyond twelve (12) months with a medically documented diagnosis of the Vendor's incapacity to operate a facility;
6. The Vendor fails to meet the definition of blindness as set forth at 34 C.F.R. § 395.1(c). At its discretion, the Agency may require the Vendor to undergo an ophthalmologic examination to verify blindness. If an examination is required, the Agency will select the doctor and will pay for the office visit.

Section 3. ASSIGNMENT OF VENDORS

3.1 Competitive Bid Process

The Business Enterprises Policy Manual shall outline a competitive process for selecting Blind Vendors to be assigned to vacant vending facilities. The policy shall outline:

1. The bidding process;
2. Eligibility to have a bid considered;

3. The selection process which shall include an interview with a panel consisting of both SLA and Committee members;
4. The awarding of the assignment; and,
5. Other pertinent information to ensure that the process is clearly communicated.

3.2 Temporary Assignments

Circumstances may dictate that the Agency assign a vending facility on a temporary basis. The Business Enterprises Policy Manual shall outline the circumstances under which a temporary assignment may be made, the priority order of assignment, and length of such temporary assignments. The Agency may assign a vending location to a third-party if a Blind Vendor is not available. Such assignments to third parties are time limited and are only made to preserve a current site for a Blind Vendor in the future. Time limitations are specified in the Business Enterprises Policy Manual.

3.3 Lateral Transfers

Blind Vendors who face displacement not attributable to their conduct or lack of performance shall be afforded the opportunity to be assigned to a comparable facility without having to compete through the standard bid process. The Business Enterprises Policy Manual shall outline criteria for establishing transfer eligibility, the transfer range, and the process for making such assignments. Transfers shall not result in significant financial gain or loss for the Blind Vendor.

Section 4. OPERATING AGREEMENT

4.1 Execution of the Agreement

At the time the Blind Vendor or individual on the Certified for Placement List is assigned to a vending facility either permanently or temporarily, the Agency and Vendor shall enter into an Operating Agreement which shall be provided to the Vendor in an accessible format. This Operating Agreement shall outline the terms and conditions under which the vending facility is to be operated. The Operating Agreement is signed by the Blind Vendor and the BEM Consultant and witnessed if a witness is available. Before getting the Vendor's signature, the Consultant shall ensure that the Blind Vendor has the document in an accessible format and, upon request, read the Agreement to the Blind Vendor.

4.2 Contents of Agreement

The various responsibilities of both the Agency and the Vendor are outlined in detail in the Operating Agreement. The Agreement will include the location of the facility, type of enterprise, and hours of operation. A copy of the Operating Agreement template shall be included in the Business Enterprises Policy Manual as an attachment.

4.3 Duration and Termination

An Operating Agreement is issued for an indefinite period of time. A new Agreement must be signed each time a Vendor is transferred or promoted to a new vending facility. The Agreement is valid from the time a Blind Vendor takes over the operation of a vending facility until the Vendor is inventoried out of the facility. The Agreement can be cancelled by the Vendor by giving thirty (30) days written notice. The Agency may terminate for cause by providing thirty (30) days written notice provided such termination occurs only after giving the Vendor an opportunity to correct any deficiencies if the revocation is performance related except as provided in Section 6 of these Rules. All notices of termination to the Vendor must be provided in an accessible format.

Section 5. SANCTIONING OF A VENDOR'S LICENSE

5.1 Grounds for Sanctioning

A Vendor's license may be placed in probationary status when the Agency determines that the vending facility is not being operated in accordance with:

1. The Business Enterprises of Mississippi Rules;
2. Policies contained in the BEM Policy Manual;
3. The terms and conditions of the permit / contract;
4. The terms and conditions of the Operating Agreement;
5. State, federal, or local law, the violation of which is, or reasonably may, result in financial or physical harm to the customers of the facility or other persons, the Agency, or the Vendor; or
6. Regulations of other agencies of the State of Mississippi or local governments which have regulatory authority directly related to the operation of a vending facility including but not limited to the State Tax Commission, Department of Health, and Employment Security Commission.

It is incumbent upon the SLA to ensure that training is provided so that all Blind Vendors fully understand state and federal laws and regulations of other relevant governmental agencies with which they must comply.

The probationary period shall be for a mandatory thirty (30) days unless specified otherwise in the Business Enterprises Policy Manual (e.g., failure to obtain the necessary continuing education credits as required by Section 7 of these rules). If, at the conclusion of the thirty (30) days, the identified issues have not been adequately corrected, the Agency may extend the probation or proceed to additional disciplinary action including termination of the license.

5.2 Notice of Probationary Status

Procedures for providing notice of the license being placed into probationary status shall be set forth in the Business Enterprises Policy Manual. Such notice must be sent in an accessible format to the Blind Vendor and must include the reason for the probation, actions, if any, to avoid further disciplinary action including termination of the license, and the Vendor's right to appeal the Agency's action. Only the VRB Director may place a Vendor's license in probationary status.

5.3 Right to Bid

Vendors whose licenses have been placed in probationary status pursuant to this Section will not be permitted to bid on vacant vending facilities.

5.4 Repeated Probations

If a Blind Vendor's license is placed in probationary status for the same offense three times during a twelve (12) month period, the Vendor's license will be terminated at the conclusion of the third probationary period after first affording the Vendor an opportunity for an evidentiary hearing if requested.

5.5 Revocation of Licenses Not Requiring a Probationary Status

In addition to license revocations for non-disciplinary reasons outlined in Section 2.5(B), a probationary period is not required before a Vendor's license is terminated if a violation results in the emergency removal of the Vendor pursuant to Section 6 of these rules and the Vendor is viewed as a threat to themselves or others. The Agency must still afford the Vendor an opportunity for an evidentiary hearing prior to terminating the license.

Likewise, if a Vendor knowingly falsifies a monthly financial report, the Agency may proceed directly to revoking the license without the Vendor's license first being placed into probationary status.

Section 6. EMERGENCY REMOVAL OF A VENDOR

6.1 Removing the Blind Vendor

The Agency shall remove a Blind Vendor from a vending facility if a situation develops that prevents a Vendor from fulfilling their obligations or if there is reasonable evidence of a hazardous situation involving the Vendor which poses an immediate threat to the safety of the Vendor or others. This removal may be immediate if the circumstances require it. Prior to or within twenty-four (24) hours of the removal, the Agency shall contact the Chairperson of the Committee and inform them of the action.

6.2 Agency's Responsibilities

In the event of a Vendor's removal under Section 6.1, the Agency must investigate the matter further and within fifteen (15) working days, do one or more of the following:

5. Return the Vendor to the facility if it is determined there is no threat;
6. Mandate re-training to address any identified issues;
7. Terminate the Operating Agreement but allow the Vendor to have their name placed on the Certified for Placement List and bid on any vacant vending facilities if it is determined that

the matter was not the fault of the Blind Vendor but circumstances make returning to the facility difficult;

8. Initiate disciplinary action which might include placing the license in probationary status or termination of license depending upon the seriousness of the Vendor's actions that pose a threat.

Section 7. CONTINUING EDUCATION / UPWARD MOBILITY TRAINING

7.1 Minimum Requirements

Licensed Blind Vendors operating vending facilities and individuals on the Certified for Placement List will be required to obtain additional training for the purpose of maintaining their licenses and eligibility to bid on vacant vending facilities. Each such individual will be required to accrue a minimum number of training credits over a two-year period as specified in the Business Enterprises Policy Manual. Failure to meet this requirement shall result in sanctioning of the Vendor's license up to and including termination as outlined in the Policy Manual. Training that meets the requirement shall be determined jointly by the SLA and Committee and outlined in the Business Enterprises Policy Manual.

7.2 Source of Training

Training may be provided by the Agency as jointly determined by the Agency and Committee, or may include training provided by outside entities including trade conferences. It is incumbent upon the Agency to provide enough training or provide financial assistance that will enable the Vendor to fulfill these requirements. No individual will be penalized if they are financially unable to participate in outside training.

7.3 Exceptions

The Director may grant exceptions to the training requirement if a Blind Vendor or individual on the Certified for Placement List experiences a documented extended illness that prevents them from participating in training.

Section 8. REPORTS AND SETTING ASIDE OF FUNDS

8.1 Monthly Reports

All Blind Vendors will be required to submit to the Agency a monthly report detailing the financial activity of the vending facility. This Profit and Loss Statement shall include sales and other income minus purchases and all approved business-related expenses in order to determine the net proceeds of the vending facility. Reports shall be filed in accordance with guidelines and timelines as specified in the Business Enterprises Policy Manual.

8.2 Set Aside Fees

Depending upon the budgetary needs of the Program, Blind Vendors may be required to pay a monthly set aside fee which is an assessment against the net proceeds of the vending facility. The method for determining the amount of the set aside fee and guidelines for payment shall be contained in the Business Enterprises Policy Manual. If circumstances warrant, the Agency and Committee may vote to suspend set aside for a given period of time. Any set aside fee schedule must be approved by the U.S. Department of Education prior to implementation.

8.3 Use of Set Aside Fees

Set aside fees collected by the Agency may be expended only for the purposes specified in 34 C.F.R. 395.9.

Section 9. RESPONSIBILITIES OF THE AGENCY

9.1A. General Responsibilities

The responsibilities of the SLA include but are not limited to the following:

1. The SLA will recruit, train, and license blind persons to operate vending facilities in Mississippi, and take such action as necessary to terminate licenses for reasons outlined in Section 2.5 of these rules.
2. With the active participation of the Committee of Blind Vendors, the SLA shall develop and promulgate program rules and develop a Policy Manual that includes a Vendor Code of Conduct;
3. At all times the SLA shall comply with the Randolph-Sheppard Act, its implementing regulations, these Rules, and the provisions of the Business Enterprises Policy Manual.
4. The SLA shall provide all management services as required by 34 C.F.R. 395.3(11)(ii);
5. In administering all aspects of the program, the SLA will not discriminate on the basis of sex, age, physical or mental impairment, creed, race, color, national origin, or political affiliation and will comply with all applicable federal and state laws related to discrimination.
6. At all times the SLA shall be committed to the highest standards of ethical conduct in the performance of their obligations to Blind Vendors, suppliers, property management officials, SLA colleagues, and others with whom they have contact.
7. The SLA will provide an accessible copy of the Rules and the Business Enterprises Policy Manual to each Vendor and take steps to ensure the Vendor understands the requirements contained therein.
8. The SLA will ensure that the Rules and Business Enterprises Policy Manual are implemented and applied fairly and uniformly.
9. The SLA will ensure that all documents are provided to the Vendors in an accessible format of the Vendor's choice.
10. With the exception of soft drink machines made available to the Vendor through the bottlers at no cost, all necessary equipment, including vending machines, and any other items deemed appropriate by the SLA to enable the Blind Vendor to successfully operate the

- Vending Facility, will be provided by the Agency for the use and benefit of the Vendor.
11. To the extent practicable, the SLA shall ensure that all vending facility customers have the ability to make purchases via credit / debit card and shall provide the necessary equipment to ensure such.
 12. Except for routine maintenance (i.e., changing of light bulbs, price changes, and routine cleaning), all maintenance of vending facility equipment, including preventive maintenance, shall be performed by the Agency. Equipment will be maintained in good repair by the Agency. If repairing certain equipment is not cost effective, the item or items will be replaced by the Agency.
 13. The Agency shall provide all merchandise and other necessary allowable supports during the first six month establishment period after a Vendor is assigned to a vending facility.
 14. The Agency shall assign a Business Consultant and shall provide management services to ensure adequate oversight and supervision to all vending facilities pursuant to 34 C.F.R. 395.3(a)(11)(ii).
 15. The Business Consultant having responsibility for the assigned Vending Facility shall be available to assist in resolving problems and assuring that all appropriate and necessary support services are provided for the efficient and effective operation of the Vending Facility.
 16. If problems arise concerning the operation of a Vending Facility, all correspondence or complaints are to be forwarded to the SLA. Minor issues can be resolved by the Blind Vendor with the assistance of their Business Consultant. Serious issues that jeopardize the existence of the facility or require the sanctioning of a Vendor's license, shall be addressed by the SLA, and shall be brought to the attention of the Chair and Vice Chair of the Committee for input. It is the responsibility of the Blind Vendor to refer any and all building management issues to the SLA to ensure compliance with all laws and policies governing the Randolph-Sheppard Program. Permit negotiations, relocation of facilities and/or vending machines, requests for additional equipment and/or services, and unresolved complaints, shall be the sole responsibility of the Agency.
 17. The Agency shall make continuing education / upward mobility training available to the Vendor to afford an opportunity to enhance skills and to improve earning potential.
 18. The Agency, with input from the Committee, shall conduct surveys of potential vending facilities and make every effort to create new opportunities for Blind Vendors within the scope of the priority given under the state and federal laws, as well as private sector locations not governed by any priority. Criteria for establishing and closing vending facilities shall be contained in the Business Enterprise Policy Manual.
 19. The Agency shall work collaboratively with the Committee of Blind Vendors and ensure its active participation in all major administrative decisions affecting the overall operation of the program pursuant to 34 C.F.R. 395.14.
 20. If funds are available and approved by a majority vote of all Vendors, the SLA shall share federal unassigned income on a quarterly basis in accordance with 34 C.F.R. 395.8.

9.2. Detail in Business Enterprises Policy Manual

More details on how the Agency is to fulfill the responsibilities outlined in Section 9.1 are contained in the Business Enterprises Policy Manual.

Section 10. RESPONSIBILITIES OF BLIND VENDOR

10.1 General Responsibilities

The responsibilities of the Blind Vendor are generally as follows:

1. Shall ensure that the vending facility is operated in accordance with BEM rules, Business Enterprises Policy Manual, the terms of the permit or contract, the terms of the operating agreement, and all other applicable state and federal laws and regulations;
2. Shall be responsible for the day-to-day management of the vending facility including hiring adequate staff, training staff, establishing menus, purchasing product, pricing products, cleaning the facility, ensuring quality customer service, resolving problems, and other duties associated with owning and operating a business. It is understood that some contracts such as military dining eliminate some of these requirements such as menu planning and purchasing product. All Vendors are required to be on-site at their facilities at least twice per month.
3. Responsible for having the Vending Facility open for business on the days and during the hours specified in the permit.
4. Shall maintain at all times adequate stock to meet the demands of the business.
5. Ensure that products are competitively priced as compared to other businesses in the general area.
6. Will be accountable to the SLA for the proceeds of the business of the vending facility and will handle the proceeds, including payments to suppliers, in accordance with instructions from the SLA.
7. Will meet or exceed all standards of performance developed jointly by the SLA and State Committee of Blind Vendors and contained in the Business Enterprises Policy Manual.
8. Will achieve at least the minimal number of continuing education credits as required by the Business Enterprises Policy Manual.
9. Will carry on the business of the vending facility in compliance with applicable health laws and regulations and ensure proper sanitization while maintaining the facility in an attractive condition.
10. Will maintain a neat businesslike appearance and will conduct the facility in an orderly, businesslike manner.
11. Will take proper care of the equipment of the vending facility, and will make alterations or changes therein only with written approval of the SLA.
12. Will notify the SLA a reasonable time in advance of any voluntary extended absences from the vending facility, and as soon as possible with respect to any involuntary extended absences.
13. Will ensure the continuous operation of the vending facility as may be necessitated due to the Vendor's absence because of illness, vacation or otherwise.
14. Will keep such records and make such reports as the SLA shall require with the assurance that all required reports are in an accessible format.
15. If a set aside fee is being assessed, the Blind Vendor shall remit the amount due within timeframes outlined in the Business Enterprises Policy Manual.

16. Agrees to enter the facility at their own risk. The responsibility for any injury received and all related expenses will be assumed by the Vendor
17. Will strive at all times to maintain a positive working relationship with management and customers of the location wherein their business resides.
18. Shall not discriminate against any individual based upon sex, age, religion, race, color, creed, national origin, political affiliation, or disability and shall comply with all federal and state anti-discrimination laws.
19. Shall be committed at all times to the highest standards of ethical conduct in the performance of their obligations to customers, suppliers, property management, the SLA, and others with whom they have contact.

10.2 Detail on Responsibilities of the Blind Vendor

More detail on the responsibilities of the Vendor may be included in the Business Enterprises Policy Manual.

Section 11. USE OF TEAMING PARTNERS

Some vending facilities may require the use of a third-party teaming partner in order to meet the obligations of a permit/contract. The criteria that potential teaming partners must meet and the role of the Blind Vendor shall be outlined in the Business Enterprises Policy Manual.

Section 12. UNASSIGNED INCOME

12.1 Federal Unassigned Income

Federal unassigned income which accrues to the SLA pursuant to 34 C.F.R. 395.32 shall be used in accordance with 34 C.F.R. 395.8.

12.2 Non-Federal Unassigned Income

In the event funds accrue to the SLA from unassigned vending machines on non-federal property, such income is to be placed into an account to be used for the benefit of the Vendors by the Business Enterprises of Mississippi. Funds collected shall be treated the same as set aside funds unless the U.S. Department of Education provides guidance to the contrary. The Committee shall receive quarterly reports which state the amount of the vending machine income accrued over the time period covered by the report.

Section 13. COMMITTEE OF BLIND VENDORS

13.1 General

The State Committee of Blind Vendors is a body of Blind Vendors who are elected by their peers

to represent the interests of all Blind Licensees in the State. The Agency shall provide for a biennial election of the Committee of Blind Vendors. The Committee's members are chosen as far as practicable on the basis of geography and vending facility type (i.e., federal or other property). All blind licensees are eligible to vote in any election. Only a Blind Vendor actively assigned to a vending facility may serve on the Committee.

The Committee shall develop a set of by-laws which will govern the activities of the group. Said by-laws must be approved by a majority vote of all Blind Licensees.

13.2 Functions of the State Committee of Blind Vendors

Pursuant to 34 C.F.R. 395.14, the State Committee of Blind Vendors shall:

- F. Actively participate with the State Licensing Agency in any major administrative decisions and policy program development decisions affecting the overall administration of the State's vending facility program;
- G. Receive and transmit to the State Licensing Agency grievances at the request of blind licensees and serve as advocates for such Vendors in connection with such grievances;
- H. Actively participate with the State Licensing Agency in the development and administration of a state system for the transfer and promotion of Blind Vendors;
- I. Actively participate with the State Licensing Agency in the development of training and retraining programs for the Blind Vendors; and
- J. Sponsor, with the assistance of the State Licensing Agency, meetings and instructional conferences for Blind Vendors within the state.

Section 14. DUE PROCESS

14.1 Right to Appeal

Any Blind Licensee dissatisfied with any Agency action arising from the operation or administration of the vending facility program shall be provided the right to due process. A Blind Licensee must submit their request for due process in writing, no later than fifteen (15) business days from the occurrence of the action with which they are dissatisfied or the date they were advised of such action. A Licensee may require additional information prior to filing a due process request. The Licensee may preserve their right to due process prior to filing a request by notifying the Agency of the need for more information, provided that such notice is given within fifteen (15) business days of the occurrence of the Agency action. Under such circumstances, the Licensee must file a formal request for due process within thirty (30) days of the original notice or within fifteen (15) days of being provided the additional information requested from the Agency, whichever is longer.

A Licensee may have an attorney or another individual represent them during due process proceedings. Details on the process for such appeals shall be outlined in the Business Enterprises Policy Manual.

There are three (3) levels of due process available to Blind Licensees in Mississippi.

14.2 Administrative Review

An administrative review provides an optional, informal mechanism through which the Agency provides a Blind Licensee or their representative an opportunity to express and seek remedy for their dissatisfactions with any Agency action arising from the operation or administration of the vending facility program. The review will be conducted by a member or members of the MDRS staff who have not in any way participated in the Agency action in question. A Blind Licensee may forgo an Administrative Review and go directly to a Full Evidentiary Hearing.

14.3 Full Evidentiary Hearing

Any Blind Licensee dissatisfied with any Agency action arising from the operation or administration of the vending facility program shall be provided the right to an Evidentiary Hearing. This is a more formal process for resolving grievances. The presiding officer at the hearing shall be an impartial and qualified official who has no involvement either with the State Agency action which is at issue in the hearing or with the administration or operation of the Randolph-Sheppard Vending Facility Program. They may be a staff member or official of another state agency, a state agency hearing officer, or private individual qualified by virtue of their education or experience and training to conduct such hearings.

14.4 Federal Arbitration

Pursuant to 34 C.F.R. 395.13(a), any Blind Vendor dissatisfied with any action or decision rendered in an evidentiary hearing, may file a complaint with the Secretary of Education. Pursuant to 34 C.F.R. 395.13(c), the Secretary shall convene an ad hoc panel to conduct a hearing and render a decision which shall be final and binding on the parties except that such decisions are subject to appeal and review as a final agency action.

Section 15. CONFIDENTIALITY

15.1 Vendor Personal and Financial Information

The Business Enterprises of Mississippi shares business and logistical information only as it is operationally required. As an eligibility program, it is considered common knowledge and is openly shared that participants are legally blind, along with meeting all other eligibility requirements. The Agency may also share the name and location of facilities managed by a Vendor as well as the Vendor's business contact information. Any personal information, including earnings, will be treated as confidential information and not released.

Title 32: Rehabilitation Services
Part 3: Vocational Rehabilitation for the Blind
Subpart 4: Independent Living Program for the Blind
Chapter 1: IL Part B Policies & Procedures



Independent Living Program for the Blind (Part B)
Policies and Procedures

TABLE OF CONTENTS

SECTION 1: General Policies

SECTION 2: Referrals

SECTION 3: Application

SECTION 4: Eligibility

SECTION 5: Independent Living Plan

SECTION 6: Services

SECTION 7: Case Record

SECTION 8: Case Closure

SECTION 9: Quality Assurance

SECTION 1: GENERAL POLICIES

MDRS MISSION

It is the mission of the Mississippi Department of Rehabilitation Services to provide appropriate and comprehensive services to Mississippians with disabilities in a timely and effective manner.

1.1 Nondiscrimination

No individual or group of individuals is excluded from or found ineligible for IL Services on the basis of age, race, creed, color, gender, religion, national origin, duration of residence in Mississippi, and type of significant disability. **(34 CFR 364.41)** No upper age limit may be set which would result in a finding of ineligibility; however, persons receiving independent living services for older individuals who are blind or legally blind must be at least 55 years of age. **(34 CFR 367.5)**

1.2 Client Assistance Information

In accordance with requirements of the Rehabilitation Act Amendments of 1998, MDRS will advise all individuals with disabilities seeking or receiving services through the Department, or their authorized representative, of the availability and purpose of the Client Assistance Program (CAP), including the means to seek CAP assistance. **(Section 18 and 704(m) (1) of the 1998 Rehabilitation Act Amendments; 34 CFR 364.30)**

As part of the Initial Interview and application process, information about CAP is provided. CAP offers an avenue of recourse if an applicant does not agree with a decision regarding eligibility, service delay, or service provision.

The ILB instructor or their designee will advise all individuals applying for or receiving services about the availability and purposes of CAP and how to contact the program by providing the CAP pamphlet. The ILB Application form has a check list that verifies that CAP services have been explained and the CAP brochure provided.

1.3 Confidentiality

MDRS/ILB, through its policies and procedures, will comply with Federal guidelines as it relates to the protection, use, access, and release of personal information. **(34 CFR 364.37 and 34 CFR 364.56)**

SECTION 2: REFERRALS

2.1 The Referral Process

The staff of MDRS shall process referrals in a timely manner.

Potential ILB consumers may refer themselves or may be referred by any other sources by contacting any MDRS office across the state or any of the ILB staff and providing basic referral information verbally or in writing. The following minimum information should be provided:

- Name
- Address
- Telephone Number
- Age and Sex
- Date of Birth
- Disability (as reported by applicant)
- Physician
- Date of Referral
- Referral Source
- Service(s) requested

The ILB staff member accepting the initial referral is required to complete the ILB Referral Form. **The referred individual should be contacted as soon as possible, not to exceed 14 days.** Contact should be made by telephone, letter, or home visit.

2.2 Information and Referral

The Mississippi Department of Rehabilitation Services, Independent Living Programs for the Blind has an information and referral system in place. This system provides individuals with disabilities:

- information about services;
- referral to other services and programs.

When a referral to another program or agency becomes necessary, staff will:

- contact the agency by email or phone
- document the contact in AACE case notes

SECTION 3: APPLICATION

3.1 Application Process

As soon as an individual that is referred signs a document requesting services, he/she is designated as an “applicant”. Generally, the document will be an ILB application form or MDRS application intake form. **(Application is to be taken as soon as possible, not to exceed 30 days from referral).** **The application period may be extended if (a) exceptional and unforeseen circumstances beyond the control of the Agency preclude the taking of the application within 30**

days and the Agency and the individual agrees to a specific extension of time.) While the individual is in Application Status, sufficient information is gathered to make a determination of eligibility or ineligibility for services.

Eligibility for services should be determined within 60 days from date of application.

3.2 Application Documentation

The Application Documentation Page that is a part of the Application for Services (Page 5 on AACE), is very important to the overall case process. This information lays the foundation of the entire casework process.

Documentation:

Reasons for seeking IL services:

In this section, the ILB instructor should record information that they received during the initial application process regarding the individual's disability and their medical history to help the ILB instructor determine what medical or other information should be requested. The history of the individual's adjustment or lack of adjustment to their impairment is very important and their family support system.

Describe IL Needs:

The ILB instructor should document the problems the applicant is having and what services they are requesting to enable them to function more independently in the home and community.

Special Programs:

The special programs page is used to identify any state and/or federal programs that are relevant to an individual at any time during the case process. This page should be updated as needed during the rehabilitation process. (Page 4 on AACE)

3.3 Initial intake

The initial contact (phone call or home visit) with the consumer will require the greatest amount of time but is the most important phase of the independent living program process. This contact will occur most frequently at the home of the consumer, but it may also occur at a community location such as a senior center or any other mutually agreeable location.

During this initial visit, all appropriate forms will be completed. These forms would include:

- ILB Application form
- Consent To Disclose Information
- Explanation of Client's Rights

- Voter Registration Form
- CAP Brochure
- Client Information Form

During the initial visit, rapport building will begin between the ILB provider and consumer. A comprehensive interview will be conducted to ascertain what specific vision problems the consumer is experiencing and how these problems are impacting activities of daily living. If sufficient information about the consumer's independent living needs can be determined during the interview, the Independent Living Plan may be jointly developed at this time if eligibility can be established.

SECTION 4: ELIGIBILITY

4.1 Determining Eligibility for Independent Living Services

Before or at the same time as an applicant for IL services may begin receiving IL services, there must be a determination that the applicant is eligible for services. Documentation must be maintained that the applicant has met the basic requirements in **34 CFR 364.40**.

The documentation must be dated and signed by the ILB instructor assigned. (**34 CFR 364.51**)

An individual's eligibility for the **Independent Living Part B Program** is based on the following criteria:

1. The individual must be blind or legally blind at best correction in both eyes;
2. The individual must have a significant (severe) secondary physical or mental impairment;
3. The individual must have a serious (severe) limitation (s) in ability to function independently in the home or community.
4. The delivery of Independent living services will significantly assist the individual to improve his or her ability to function, continue functioning, or move towards functioning independently in the home and community.

The case record must document eligibility for services

At a minimum, the case file for each individual determined eligible for services must include the following information supporting the determination of eligibility:

1. A written report from a health care professional or their representative that indicates that the consumer is blind or legally blind at best corrected vision in both eyes. The report should be signed and dated by the health care professional.
2. Any other similar documentation that contains corrected visual acuity readings. A diagnostic eye examination may be required for an applicant specifically for the purpose of determining eligibility for ILB services only if available information is not complete,

relevant, or current. For example, an assessment for visual fields may be needed to determine eligibility.

3. A written report from a health care professional or their representative that indicates that the consumer has a significant secondary disability to blindness. The report should be signed and dated by the health care professional and cannot be dated over 1 year past application date.
- 4 The Certificate of Eligibility that records the impairment contains justification of a severe limitation in their ability to function independently in the home or community.

An individual with a significant disability is:

An individual who has a severe physical or mental impairment whose ability to function independently in the family or community or whose ability to obtain, maintain, or advance in employment is substantially limited and for whom the delivery of independent living services will improve the ability to function, continue functioning, or move toward functioning independently in the family or community or to continue in employment, respectively. **Section 6 (21) (B) of the Rehabilitation Act**

4.2 Eligibility Determination

A determination of eligibility shall be made within 60 days from the date of application.

The 60-day period is considered to be consecutive calendar days and is counted in this manner. The 60-day period begins on the date the consumer or his/her representative signs the application for services.

A delay in determining eligibility for services may be extended if exceptional or unforeseen circumstances beyond the control of the Agency preclude making the eligibility determination within 60 days and the Agency and the individual agree to a specified extension of time.

This agreement and extension must be documented. The documentation must reflect the reason for the extensions, the date in which the eligibility determination will be made, and that the individual agrees with the extension. Extension cannot be more than 60 additional calendar days.

It is the sole responsibility of the Mississippi Department of Rehabilitation Services, Independent Living Programs for the Blind to determine if an individual is eligible for services and to determine the nature and scope of the services to be provided.

4.3 Establishing Ineligibility

Part B Program

- Not legally blind at best corrections
- No significant secondary disability

The ILB provider will send the individual a written statement indicating that the consumer is not eligible and will include the basis for the ineligibility decision. The statement will also include contact information encouraging the individual to re-apply if his/her situation changes. The ILB provider will notify the referral source of the consumer's ineligibility. If the individual disagrees with the ineligibility decision, he/she will be informed of the appeal process. **(34 CFR 364.51 and 34 CFR 364.58)**

SECTION 5: INDEPENDENT LIVING PLAN (ILP)

Before or at the same time services are provided and after Determination or Eligibility, and Independent Living Plan (ILP) must be jointly developed and mutually agreed upon between the consumer and instructor. It must be signed by the instructor and the consumer and or if the consumer chooses their guardian, parent, or other legally authorized advocate or representative. The ILP is essentially a plan of action, but is also a statement of understanding regarding rights, responsibilities and certain procedures. **(Section 704 (e) of the 1998 Rehabilitation Act Amendments; 34 CFR 364.52).**

A copy of the ILP, and any amendments must be provided in an accessible format to the consumer and if he/she chooses their guardian, parent, or other legally authorized advocate or representative.

The official copy of an ILP is the one that is signed by both the consumers and instructor. If the handwritten copy is official, then it must contain all required information as well as signatures. **If the handwritten copy is the official copy, the electronic ILP in AACE must mirror the handwritten copy.** The electronic ILP does not have to be printed and placed in the case file if the handwritten copy is the official copy.

All ILB cases files must contain a signed and agreed upon ILP.

5.1 Determining Needed Services

The specific services to be provided to the consumer will be based on the information obtained from the completed assessments and listed on the jointly developed Independent Living Plan. Services should be related to those areas of independent functioning impacted by the primary visual disability and /or a significant secondary disability. The provision of services may, and often do, begin as soon as the ILP is completed and signed.

5.2 Independent Living Plan Development

Upon completion of the ILB Assessment and other appropriate assessments, if applicable, the consumer and ILB instructor will jointly prepare an Independent Living Plan (ILP) for service delivery. All plans are developed with consumer informed choice and contain his/her opinion regarding the plan. The ILP will include a listing of the specific IL goals for the consumer with each desired service and service provider identified.

In addition to carefully outlining services to be provided, it is essential that the ILB instructor identify a specific estimated start date and completion date of each planned service. The ILB program is designed to facilitate independence and is, therefore, time limited.

Once all services are agreed upon by the consumer and the IL instructor, the ILP is entered into MDRS's AACE data management system. Both parties will sign the electronic copy of the ILP with the original being placed in the consumer file and the consumer provided a copy for their records.

Independent Living Plans may be amended as the need arises. Each ILP amendment must be signed by the consumer and the IL instructor, and a copy of the Amended Plan must be provided to the consumer and placed in the case file.

5.3 Independent Living Plan Annual Review

The ILP for Independent Living Service must be reviewed as often as necessary but at least on an annual basis to determine whether services are to be continued, revised, amended or discontinued or whether the consumer should be referred to VR or any other program. The annual review must consider all the original facts on which the ILP was developed, as well as accumulated information and performance. The goal, objectives and services must be re-evaluated. The purpose of the review is to be certain the consumer is progressing in his/her program as originally planned. The consumer, or his/her representative, must be provided an opportunity to review the plan and if necessary, jointly agree to any needed revisions or amendments. (34 CFR 364.52 (c))

The ILP Annual Review must be dated and signed by the instructor and placed in the case file. The month the ILP was developed, or the last amendment will be the anniversary date for the review.

SECTION 6: SERVICES

6.1 Duration of ILB Services

The service provider may not impose any uniform durational limitations on the provision of IL services, except as otherwise provided by Federal law or regulations. (34 CFR 364.54)

The estimated duration of the services shall be recorded on the ILP as the "Expected Plan End Date." To document the duration of a service that is planned, document the duration in the Description section on the Service plan page. Example: Orientation and Mobility Training for 3 months. At the end of the 3 months, the case file and recommendations can be reviewed to determine if a Plan Revision is required.

The individual services provided will be determined by consumer needs and availability of funding.

6.2 Allowable Services:

Under the law (**34 CFR 364.4**), services may be provided to ILB consumers including but not limited to:

1. Independent living core services:

- Information and referral services
- IL skills training
- Peer counseling, including cross-disability peer counseling
- Individual and system advocacy

2. Adaptive aids, devices or equipment:

- Rehabilitation technology
- Adaptive homemaking devices

3. Training including:

- Orientation and Mobility
- Daily Living Skills

4. Other Individual Services Allowed by Law:

- Counseling Services
- Reader and Sighted Guide
- Transportation
- Interpreters
- Physical Restoration Services
- Management of Secondary Disabilities
- Community Integration
- Outreach Activities
- Other Individual Services as appropriate

SECTION 7: CASE RECORD

7.1 Case Service Record (Client Case File)

For each applicant/individual receiving services (other than information and referral), the service provider shall maintain a consumer service record (**34 CFR 364.53**). The Mississippi Department of Rehabilitation Services, Independent Living Programs for the Blind, will establish and maintain a case record for each applicant and /or recipient of services.

Good case records are essential for supervision. The case recording system is designed to provide a format for four general areas of case processing: referral and application; eligibility; ILP development (planning the provision of services); and closure. The consumer case file is the provision by which administrators determine that service provision meets the criteria that are established by law and regulations.

There should be enough information to indicate whether or not the individual was able to function, continue functioning, or move towards functioning independently in the home or community. **The case record must reflect, from intake to closure, meaningful contact between the consumer and the ILB instructor as often as necessary but at least every 30 days.**

The ILB instructor will update and document progress in each consumer's case record every 30 days. Exceptions to this standard are situations when documentation would not be productive because services have not been provided, such as an extended trip by the consumer, extended hospitalization, etc. Whenever a service is provided, a case note will be entered to document what was done as well as the date and duration of the service.

The ILB instructor is responsible for the content and timeliness of case recording. All case records are subject to legal subpoena and may be used as evidence in fair hearings or court proceedings. Therefore, opinion-based (non-factual) observations should not be entered into the record. Documentation should be concise and to the point, factual and not mere logging of dates.

The case folder in the local district is considered to be the legal record of the case and should be treated as such by all ILB personnel.

Information is not to be given out indiscriminately but must follow guidelines as set forth in the confidentiality section of the manual.

Records are to be secured where any unauthorized parties may not gain access to or abstract information from them. If the counselor needs to take the case record out of the office, it should be signed out so anyone needing access to information from the file will know where it is.

7.2 Case File Folder

Each consumer's folder will have a label affixed to the tab on the folder. The label will include: the consumer's name, address, county, telephone number, and district number.

7.3 Case Service Record Organization

The case record should be organized in such a way as to allow for easy access to information. All materials should be filed in reverse chronological order (most recent on top) based on the date information was received.

The Consumer Case File maintained by the ILB instructor should contain all assessment and eligibility information.

Left Side

- Case Notes
- Authorizations

*Some consumers correspond with their IL instructor via e-mail. If this occurs the e-mail shall become part of Case Notes and filed accordingly.

Right Side (bottom to top)

- ILB Referral Form
- Consent to Disclose Form
- Medical Records
- ILB Application for Services Form
- Voter Registration Form
- Explanation of Client’s Rights
- AACE Application
- Certificate of Eligibility
- Independent Living Plan (ILP)
- Annual Plan Reviews
- Client Information Form

7.4 Case Notes

Entries made are to include a record of all instructors’ contacts with and/or behalf of the client. Case notes should include the counseling sessions, monthly contacts, telephone conversations, and reports of progress. Case notes will be filed on the left side of the folder. All case notes must be entered into the electronic case file (AACE) and printed and placed in the hard copy case file. All entries will be dated, and the place of contact recorded (Category). The nature of the case notes will be recorded in the Summary Section. AACE records the author of the case notes as the person logged in to the system. If another staff member enters the case note on the instructor’s behalf, the case notes will be signed by the instructor. Record the first initial and last name.

SECTION 8: CASE CLOSURE

8.1 Closures for Independent Living Services

A consumer’s case shall be closed when it has been determined by the instructor that the case meets one of the following criteria:

A. Goal Met

“Rehabilitated” – The consumer has successfully reached the goals planned on the ILP.

B. Goals Not Met

1. **Unable to locate, contact, or moved:** This reason is used when the individual has moved without a forwarding address or is otherwise unavailable. Also, use this code for persons who have left the state and show no intentions of continuing in their IL Program. It is also used when the individual leaves the state and gives little evidence of returning in the foreseeable future.

The case file should indicate that a minimum of 2 letters and 2 telephone calls were made prior to closure. A telephone call with no answer is not considered an attempt.

2. **Refused Services or further services:** This reason is used when the individual declines to accept, participate in, or use independent living services. **Prior to closing a case for refused services, the documentation must indicate that the consumer or his representative has communicated verbally or in writing that he/she does not want services.**
3. **Death:** This reason requires case file documentation. Documentation may include copy of the obituary, case note indicating notification by family member, etc.

A closing letter is not required.

4. **Failure to cooperate:** Using this closure reason indicates individual actions (or non-actions) that make it impossible to begin or continue an IL Program. Failure to cooperate includes repeated failures to keep appointments for assessment, counseling, or other services (example- AT Home Evaluation appointment). Efforts by the instructor to overcome these actions or non-actions are required and must be documented in the case file. The case file must indicate that a minimum of 3 legitimate (by letter and/or telephone call) attempts were made prior to closure for this reason. At least one of these attempts must be by the instructor. A telephone call with no answer is not considered an attempt.
5. **All other reasons:** This is to be used for all reasons not covered above. The case must be well documented to explain the closure reason. Do not use this reason when the consumer's case record should be closed for one of the previous reasons.

Required documentation generated from AACE includes the following:

- AACE Closure Report
- Notification of Closure Letter
- Closing Statement (case note)

At closure each consumer must be sent a closure letter, except in the case of death, notifying him/her of the closure of the case and the reason for the closure, recording his/her opinion regarding the closure and informing him/her of the rights to appeal. The closure letter should include a statement that a new case may be opened if the need for additional services arises.

Consumers should be made aware at the time of case closure that a new case will not be opened to replace lost, missing or broken items or consumables (calendars, writing paper, pens, and batteries). The ILB Program considers replacement of everyday items, such as a talking clock or writing aids, to be a matter of independence and is therefore the responsibility of the consumer to purchase any replacement items. It will be the responsibility of the ILB instructor to provide information to the consumer on where to purchase replacement items when it is not appropriate to start a new case.

In general, if there is no major change in vision or in the consumer's living situation, a new case will not be opened.

Exception: Consumers with no financial means to purchase replacement items may contact the ILB Program Manager who will review the appropriateness of opening a new case for such services.

8.2 When to Open a New Case:

Because ILB Program works with consumers with progressive eye conditions and with varying life situations, it is possible that the consumer will need new services with the passage of time following successful closures to adequately manage additional vision loss or a change in his/her living situation. When this occurs, it is appropriate to open a new case. When substantial new services are needed to meet the new independent living needs of the consumer, a new case should be opened even if the previous case was closed successfully earlier in the same fiscal year.

SECTION 9: QUALITY ASSURANCE

ILB is a consumer-driven independent living program designed to meet the unique needs of each individual ILB serves. The provision of timely and quality independent living services is the cornerstone of this program. ILB has implemented procedures which are designed to ensure ongoing quality service delivery throughout the life of the consumer's plan.

9.1 Program Review:

MDRS Program Integrity Unit provides a semiannual review of closed cases for the IL Program. Instructors submit Part B cases for review. Summary and Findings from the Program Evaluation Report are discussed with the instructors and corrections are made and submitted to the Program Manager.

9.2 ILB Case Reviews:

Over the course of the fiscal year the ILB Program Manager will review at least 5 consumer cases per instructor.

9.3 Consumer Satisfaction Survey:

A consumer satisfaction survey will be given or mailed to each consumer at case closure. A CAP brochure and a closure letter will be attached to the survey with a self-addressed envelope.

Title 32: Rehabilitation Services
Part 3: Vocational Rehabilitation for the Blind
Subpart 4: Independent Living Program for the Blind
Chapter 2: Older Blind Policies & Procedures



**Older Blind
Policies and Procedures**

TABLE OF CONTENTS

SECTION 1: General Policies

SECTION 2: Referrals

SECTION 3: Application

SECTION 4: Eligibility

SECTION 5: Independent Living Plan

SECTION 6: Services

SECTION 7: Case Record

SECTION 8: Case Closure

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SECTION 1: GENERAL POLICIES

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1.1 Nondiscrimination

No individual or group of individuals is excluded from or found ineligible for IL Services on the basis of age, race, creed, color, gender, religion, national origin, duration of residence in Mississippi, and type of significant disability. **(34 CFR 364.41)** No upper age limit may be set which would result in a finding of ineligibility; however, persons receiving independent living services for older individuals who are blind or legally blind must be at least 55 years of age. **(34 CFR 367.5)**

1.2 Client Assistance Information

In accordance with requirements of the Rehabilitation Act Amendments of 1998, MDRS will advise all individuals with disabilities seeking or receiving services through the Department, or their authorized representative, of the availability and purpose of the Client Assistance Program (CAP), including the means to seek CAP assistance. **(Section 18 and 704(m)(1) of the 1998 Rehabilitation Act Amendments; 34 CFR 364.30)**

As part of the Initial Interview and application process, information about CAP is provided. CAP offers an avenue of recourse if an applicant does not agree with a decision regarding eligibility, service delay, or service provision.

The ILB instructor or their designee will advise all individuals applying for or receiving services about the availability and purposes of CAP and how to contact the program by providing the CAP pamphlet. The ILB Application form has a check list that verifies that CAP services have been explained and the CAP brochure provided.

1.3 Confidentiality

MDRS/ILB, through its policies and procedures, will comply with Federal guidelines as it relates to the protection, use, access, and release of personal information. **(34 CFR 364.37 and 34 CFR 364.56)**

SECTION 2: REFERRALS

2.1 The Referral Process

The staff of MDRS shall process referrals in a timely manner.

Potential ILB consumers may refer themselves or may be referred by any other sources by contacting any MDRS office across the state or any of the ILB staff and providing basic referral information verbally or in writing. The following minimum information should be provided:

- Name
- Address
- Telephone Number
- Age and Sex
- Date of Birth
- Disability (as reported by applicant)
- Physician
- Date of Referral
- Referral Source
- Service(s) requested

The ILB staff member accepting the initial referral is required to complete the ILB Referral Form. **The referred individual should be contacted as soon as possible, not to exceed 14 days.** Contact should be made by telephone, letter, or home visit.

2.2 Information and Referral

The Mississippi Department of Rehabilitation Services, Independent Living Programs for the Blind has an information and referral system in place. This system provides individuals with disabilities:

- information about services;
- referral to other services and programs.

When a referral to another program or agency becomes necessary, staff will:

- contact the agency by email or phone
- document the contact in AACE case notes

SECTION 3: APPLICATION

3.1 Application Process

As soon as an individual that is referred signs a document requesting services, he/she is designated as an “applicant”. Generally, the document will be an ILB application form or MDRS application intake form. **(Application is to be taken as soon as possible, not to exceed 30 days from referral. The application period may be extended if (a) exceptional and unforeseen circumstances beyond the control of the Agency preclude the taking of the application within 30 days and the Agency and the individual agrees to a specific extension of time.)** While the individual is in

Application Status, sufficient information is gathered to make a determination of eligibility or ineligibility for services.

Eligibility for services should be determined within 60 days from date of application.

3.2 Application Documentation

The Application Documentation Page that is a part of the Application for Services (Page 5 on AACE), is very important to the overall case process. This information lays the foundation of the entire casework process.

Documentation:

Reasons for seeking IL services:

In this section, the ILB instructor should record information that they received during the initial application process regarding the individual's disability and their medical history to help the ILB instructor determine what medical or other information should be requested. The history of the individual's adjustment or lack of adjustment to their impairment is very important and their family support system.

Describe IL Needs:

The ILB instructor should document the problems the applicant is having and what services they are requesting to enable them to function more independently in the home and community.

Special Programs

The special programs page is used to identify any state and/or federal programs that are relevant to an individual at any time during the case process. This page should be updated as needed during the rehabilitation process. (Page 4 on AACE)

3.3 Initial intake

The initial contact (phone call or home visit) with the consumer will require the greatest amount of time, but is the most important phase of the independent living program process. This contact will occur most frequently at the home of the consumer, but it may also occur at a community location such as a senior center or any other mutually agreeable location.

During this initial visit, all appropriate forms will be completed. These forms would include:

- ILB Application form
- Consent To Disclose Information
- Explanation of Client's Rights
- Voter Registration Form

- CAP Brochure
- ILB Activities of Daily Living Skills (Admit Sheet)
- Client Information Form

During the initial visit, rapport building will begin between the ILB provider and consumer. A comprehensive interview will be conducted to ascertain what specific vision problems the consumer is experiencing and how these problems are impacting activities of daily living. If sufficient information about the consumer's independent living needs can be determined during the interview, the Independent Living Plan may be jointly developed at this time if eligibility can be established.

SECTION 4: ELIGIBILITY

4.1 Determining Eligibility for Independent Living Services

Before or at the same time as an applicant for IL services may begin receiving IL services, there must be a determination that the applicant is eligible for services. Documentation must be maintained that the applicant has met the basic requirements in **34 CFR 364.40**.

The documentation must be dated and signed by the ILB instructor assigned. (**34 CFR 364.51**)

An individual's eligibility for the **Older Blind Program** is based on the following criteria:

5. The individual must be blind or legally blind at best correction in both eyes;
6. The individual must be 55 years of age or older, and reside in the state of Mississippi;
7. The individual must require substantial agency services in order to achieve their independent living goals.

The case record must document eligibility for services

At a minimum, the case file for each individual determined eligible for services must include the following information supporting the determination of eligibility:

3. A written report from a health care professional or their representative that indicates that the consumer is blind or legally blind at best corrected vision in both eyes. The report should be signed and dated by the health care professional.
4. Any other similar documentation that contains corrected visual acuity readings. A diagnostic eye examination may be required for an applicant specifically for the purpose of determining eligibility for ILB services only if available information is not complete, relevant, or current. For example, an assessment for visual fields may be needed to determine eligibility.
5. Documentation that the individual is age 55 or older. (**Older Blind Program Only**)

6. The Certificate of Eligibility that records the impairment contains justification of a severe limitation in their ability to function independently in the home or community.

An individual with a significant disability is:

An individual who has a severe physical or mental impairment whose ability to function independently in the family or community or whose ability to obtain, maintain, or advance in employment is substantially limited and for whom the delivery of independent living services will improve the ability to function, continue functioning, or move toward functioning independently in the family or community or to continue in employment, respectively. **Section 6 (21) (B) of the Rehabilitation Act**

4.2 Eligibility Determination

A determination of eligibility shall be made within 60 days from the date of application.

The 60-day period is considered to be consecutive calendar days and is counted in this manner. The 60-day period begins on the date the consumer or his/her representative signs the application for services.

A delay in determining eligibility for services may be extended if exceptional or unforeseen circumstances beyond the control of the Agency preclude making the eligibility determination within 60 days and the Agency and the individual agree to a specified extension of time.

This agreement and extension must be documented. The documentation must reflect the reason for the extensions, the date in which the eligibility determination will be made, and that the individual agrees with the extension. Extension cannot be more than 60 additional calendar days.

It is the sole responsibility of the Mississippi Department of Rehabilitation Services, Independent Living Programs for the Blind to determine if an individual is eligible for services and to determine the nature and scope of the services to be provided.

4.3 Establishing Ineligibility

Older Blind Program

- Younger than 55 years of age
- Not legally blind at best corrections

The ILB provider will send the individual a written statement indicating that the consumer is not eligible and will include the basis for the ineligibility decision. The statement will also include contact information encouraging the individual to re-apply if his/her situation changes. The ILB provider will notify the referral source of the consumer's ineligibility. If the individual disagrees with the ineligibility decision, he/she will be informed of the appeal process. **(34 CFR 364.51 and 34 CFR 364.58)**

SECTION 5: INDEPENDENT LIVING PLAN (ILP)

Before or at the same time services are provided and after Determination or Eligibility, and Independent Living Plan must be jointly developed and mutually agreed upon between the consumer and instructor. It must be signed by the instructor and the consumer and or if the consumer chooses, their guardian, parent, or other legally authorized advocate or representative. The ILP is essentially a plan of action, but is also a statement of understanding regarding rights, responsibilities and certain procedures. **(Section 704 (e) of the 1998 Rehabilitation Act Amendments; 34 CFR 364.52).**

A copy of the ILP, and any amendments must be provided in an accessible format to the consumer and if he/she chooses, their guardian, parent, or other legally authorized advocate or representative.

The official copy of an ILP is the one that is signed by both the consumers and instructor. **The electronic ILP in AACE must be printed, signed and placed in the case file.**

All ILB case files must contain a signed and agreed upon ILP.

5.1 Determining Needed Services

The specific services to be provided to the consumer will be based on the information obtained from the completed assessments and listed on the jointly developed Independent Living Plan. Services should be related to those areas of independent functioning impacted by the primary visual disability and /or a significant secondary disability. The provision of services may, and often do, begin as soon as the ILP is completed and signed.

5.2 Independent Living Plan Development

Upon completion of the ILB Assessment and other appropriate assessments, if applicable, the consumer and ILB instructor will jointly prepare an Independent Living Plan (ILP) for service delivery. All plans are developed with consumer informed choice and contain his/her opinion regarding the plan. The ILP will include a listing of the specific IL goals for the consumer with each desired service and service provider identified.

In addition to carefully outlining services to be provided, it is essential that the ILB instructor identify a specific estimated start date and completion date of each planned service. The ILB program is designed to facilitate independence and is, therefore, time limited.

Once all services are agreed upon by the consumer and the IL instructor, the ILP is entered into MDRS's AACE data management system. Both parties will sign the electronic copy of the ILP with the original being placed in the consumer file and the consumer provided a copy for their records.

Independent Living Plans may be amended as the need arises. Each ILP amendment must be signed by the consumer and the IL instructor and a copy of the Amended Plan must be provided to the consumer and original placed in the case file.

5.3 Independent Living Plan Annual Review

The ILP for Independent Living Service must be reviewed as often as necessary but at least on an annual basis to determine whether services are to be continued, revised, amended or discontinued or whether the consumer should be referred to VR or any other program. The annual review must consider all the original facts on which the ILP was developed, as well as, accumulated information and performance. The goal, objectives and services must be re-evaluated. The purpose of the review is to be certain the consumer is progressing in his/her program as originally planned. The consumer, or his/her representative, must be provided an opportunity to review the plan and if necessary jointly agree to any needed revisions or amendments. **(34 CFR 364.52 (c))**

The ILP Annual Review must be dated and signed by the instructor and placed in the case file. The month the ILP was developed or the last amendment will be the anniversary date for the review.

SECTION 6: SERVICES

6.1 Duration of ILB Services

The service provider may not impose any uniform durational limitations on the provision of IL services, except as otherwise provided by Federal law or regulations. **(34 CFR 364.54)**

The estimated duration of the services shall be recorded on the ILP as the “Expected Plan End Date.” To document the duration of a service that is planned, document the duration in the Description section on the Service plan page. Example: Orientation and Mobility Training for 3 months. At the end of the 3 months, the case file and recommendations can be reviewed to determine if a Plan Revision is required.

The individual services provided will be determined by consumer needs and availability of funding.

6.2 Services Overview

Allowable services are categorized into 5 distinct areas: The definitions are from the 7-OB Instructions developed by RSA. Because accurate reporting is crucial to the program, efforts are made to report all services provided as accurately as possible. (34 CFR 367.3 (b)).

1. Clinical/functional vision assessments and services

Clinical vision screening/vision examination/low vision evaluation (should be provided by a qualified or certified professional such as ophthalmologists or optometrists)

Surgical or therapeutic treatment to prevent, correct, or modify disabling eye conditions; and hospitalizations related to such services.

2. Prescription and Nonprescription Low Vision Aids

Consumers may be evaluated for and receive a variety of low vision aids such as hand-held magnifiers, stand magnifiers and sun filters. A prescribed low vision aid is any aid that requires a special fitting or fabrication and has specifically been prescribed by a qualified low vision professional such as an ophthalmologist or optometrist. Any spectacle low vision aid must be prescribed by such a professional. A non-prescribed aid may be dispensed by a trained IL instructor. Each aid will be selected to meet the individual needs of the consumer. A consumer may receive more than one aid if multiple aids are needed to facilitate independent functioning.

3. Assistive technology devices and services

Assistive technology devices and aids – As defined in Section 3 (4) of the Assistive Technology Act of 2004 (P.L. 108-364), “assistive technology device means any item, piece of equipment, or product system whether acquired commercially, modified, or customized that is used to increase, maintain, or improve functional capabilities of individuals with disabilities.” Assistive technology devices may include such items as canes, slates, insulin gauges, CCTV’s, adaptive computer software, magnifiers, adaptive cooking items, adaptive recreational items, handwriting guides, Brailers, large button telephones, signature guide, talking clock, etc...

Assistive technology services – As defined in Section 3 (5) of the Assistive Technology Act of 2004 (PL 108-364), “Assistive technology service means any service that directly assists an individual with a disability in the selection, acquisition, or use of an assistive technology device.” Services may include the evaluation of assistive technology needs of an individual, services related to acquisition of technology, costs of loan programs, maintenance and repair of assistive technology, training or technical assistance for the individual or professionals related to the use of assistive technology, programs to expand the availability of assistive technology, low vision therapy services related to the use acquisition, or use of an assistive technology device.

4. Independent Living and Adjustment Training and Services

Orientation and Mobility training (O&M) - services or travel training (services include but are not limited to: learning to access public or private transportation, sighted guide techniques, and to travel safely and as independently as possible in the home and community with or without the use of mobility aids and devices).

Communication skills training – (services include but are not limited to: reading and writing Braille, keyboarding and computer literacy, using the telephone, handwriting guides, telling time, using readers, use of audio and tactile technologies for home, recreational or educational use, etc...). Training in the use of newspaper reading services and radio services.

Daily Living skills – (services include but are not limited to: training in the use of adaptive aids and assistive technology devices for personal management and daily living, blindness and low vision alternative techniques for food preparation, grooming and dress, household chores, medical management, shopping, recreational activities, etc...)

Supportive services - (reader services, transportation, personal attendant services, support service providers, interpreters, etc)

Advocacy training and support networks - (services include but are not limited to: consumer organization meetings, peer support groups, etc...)

Counseling (peer, individual and group) – counseling to assist in adjusting to visual disability and blindness.

Information, referral and community integration – Information and referral to other service providers, programs, and agencies (senior programs, public and private social service programs, faith-based organizations, consumer groups, etc...) to enhance adjustment, independent living, and integration into the community.

Other IL services (other services not listed above)

Because the ILB Program works with consumers with individual needs, on occasion, it is necessary to provide a service to a consumer that is not normally purchased by IL, so that the safety of that consumer is assured. In such instances, the ILB instructor will document the special need.

5. Services Related to a Secondary Disability

Federal law allows for the provision of services related to a consumer's non-vision or secondary disability. For example, a consumer may have congestive heart failure, requiring that they have talking scales to monitor their weight on a daily basis.

If substantial services are to be provided to manage a secondary disability, medical documentation should be requested from the treating physician.

6. Outreach and Education of the Public on the Leading Causes of Blindness

1. Outreach Activities

The law which governs the IL services charges ILB Programs with development of outreach activities designed to educate the public on the leading causes of blindness and to educate them about services available from ILB Programs. (34 CFR 367.1)

2. Developing Referrals

The ILB instructor is responsible for establishing and maintaining productive contacts within the community that result in appropriate referrals to ILB Program. Success of the independent living services program depends in part on the ability to develop appropriate referral sources. The ILB instructor should take the initiative for making contact with individuals such as physicians, educators, social workers, health care agencies, senior centers, and others who have direct contact with individuals with visual disabilities who may need independent living services.

3. Minority Outreach

Historically, the ILB Program has served a disproportionately low number of minority participants such as African-Americans. The ILB Program including the ILB instructors and Program Manager must reach out to the minority populations to encourage increased participation in the ILB Program.

SECTION 7. CASE RECORD

7.1 Case Service Record (Client Case File)

For each applicant/individual receiving services (other than information and referral), the service provider shall maintain a consumer service record (34 CFR 364.53). The Mississippi Department of Rehabilitation Services, Independent Living Programs for the Blind, will establish and maintain a case record for each applicant and /or recipient of services.

Good case records are essential for supervision. The case recording system is designed to provide a format for four general areas of case processing: referral and application; eligibility; ILP development (planning the provision of services); and closure. The consumer case file is the provision by which administrators determine that service provision meets the criteria that are established by law and regulations.

There should be enough information to indicate whether or not the individual was able to function, continue functioning, or move towards functioning independently in the home or community. **The case record must reflect, from intake to closure, meaningful contact between the consumer and the ILB instructor as often as necessary but at least every 30 days.**

The ILB instructor will update and document progress in each consumer's case record every 30 days. Exceptions to this standard are situations when documentation would not be productive because services have not been provided, such as an extended trip by the consumer, extended

hospitalization, etc. Whenever a service is provided, a case note will be entered to document what was done as well as the date and duration of the service.

The ILB instructor is responsible for the content and timeliness of case recording. All case records are subject to the legal subpoena and may be used as evidence in fair hearings or court proceedings. Therefore, opinion-based (non-factual) observations should not be entered into the record. Documentation should be concise and to the point, factual and not mere logging of dates.

The case folder in the local district is considered to be the legal record of the case and should be treated as such by all ILB personnel.

Information is not to be given out indiscriminately, but must follow guidelines as set forth in the confidentially section of the manual.

Records are to be secured where any unauthorized parties may not gain access to or abstract information from them. If the counselor needs to take the case record out of the office, it should be signed out so anyone needing access to information from the file will know where it is.

7.2 Case File Folder

Each consumer's folder will have a label affixed to the tab on the folder. The label will include: the consumer's name, address, county, telephone number, and district number.

7.3 Case Service Record Organization

The case record should be organized in such a way as to allow for easy access of information. All materials should be file in reverse chronological order (most recent on top) based on the date information was received.

The Consumer Case File maintained by the ILB instructor should contain all assessment and eligibility information.

Left Side

- Case Notes
- Authorizations

*Some consumers correspond with their IL instructor via e-mail. If this occurs the e-mail shall become part of Case Notes and filed accordingly.

Right Side (bottom to top)

- ILB Referral Form
- Consent to Disclose Form
- Medical Records
- ILB Application for Services Form

- Voter Registration Form
- Explanation of Client’s Rights
- AACE Application
- Certificate of Eligibility
- Independent Living Plan (ILP)
- Annual Plan Reviews
- IL Exit Form
- IL Entry Form
- Client Information Form

7.4 Case Notes

Entries made are to include a record of all instructors’ contacts with and/or behalf of the client. Case notes should include the counseling sessions, monthly contacts, telephone conversations, and reports of progress. Case notes will be file on the left side of the folder. All case notes must be entered into the electronic case file (AACE) and printed and placed in the hard copy case file. All entries will be dated and the place of contact recorded (Category). The nature of the case notes will be recorded in the Summary Section. AACE records the author of the case notes as the person logged in the system. If another staff is entering the case note on the instructor’s behalf, the case notes will be signed by the instructor. Record the first initial and last name.

SECTION 8: CASE CLOSURE

8.1 Closures for Independent Living Services

A consumer’s case shall be closed when it has been determined by the instructor that the case meets one of the following criteria:

A. Goal Met

“Rehabilitated” – The consumer has successfully reached the goals planned on the ILP.

B. Goals Not Met

6. **Unable to locate, contact, or moved:** This reason is used when the individual has moved without a forwarding address or is otherwise unavailable. Also, use this code for persons who have left the state and show no intentions of continuing in their IL Program. It is also used when the individual leaves the state and gives little evidence of returning in the foreseeable future.

The case file should indicate that a minimum of 2 letters and 2 telephone call attempts were made prior to closure. A telephone call with no answer is not considered an attempt.

7. **Refused Services or further services:** This reason is used when the individual declines to accept, participate in, or use independent living services. **Prior to closing a case for refused services, the documentation must indicate that the consumer or his representative has communicated verbally or in writing that he/she does not want services.**
8. **Death:** This reason requires case file documentation. Documentation may include copy of the obituary, case note indicating notification by family member, etc....

A closing letter is not required.

9. **Failure to cooperate:** Using this closure reason indicates individual actions (or non-actions) that make it impossible to begin or continue an IL Program. Failure to cooperate includes repeated failures to keep appointments for assessment, counseling, or other services (example- AT Home Evaluation appointment). Efforts by the instructor to overcome these actions or non-actions are required and must be documented in the case file. The case file must indicate that a minimum of 3 legitimate (by letter and/or telephone call) attempts were made prior to closure for this reason. At least one of these attempts must be by the instructor. A telephone call with no answer is not considered an attempt.
10. **All other reasons:** This is to be used for all reasons not covered above. The case must be well documented to explain the closure reason. Do not use this reason when the consumer's case record should be closed for one of the previous reasons.

Required documentation generated from AACE includes the following:

- AACE Closure Report
- Notification of Closure Letter
- Closing Statement (case note)

At closure each consumer must be sent a closure letter, except in the case of death, notifying him/her of the closure of the case and the reason for the closure, recording his/her opinion regarding the closure and informing him/her of the rights to appeal. The closure letter should include a statement that a new case may be opened if the need for additional services arises.

Consumers should be made aware at the time of case closure that a new case will not be opened to replace lost, missing or broken items or consumables (calendars, writing paper, pens, and batteries). The ILB Program considers replacement of everyday items, such as a talking clock or writing aids, to be a matter of independence and is therefore the responsibility of the consumer to purchase any replacement items. It will be the responsibility of the ILB instructor to provide information to the consumer on where to purchase replacement items when it is not appropriate to start a new case.

In general, if there is no major change in vision or in the consumer's living situation, a new case will not be opened.

Exception: Consumers with no financial means to purchase replacement items may contact the ILB Program Manager who will review the appropriateness of opening a new case for such services.

8.2 When to Open a New Case:

Because ILB Program works with consumers with progressive eye conditions and with varying life situations, it is possible that the consumer will need new services with the passage of time following successful closures to adequately manage additional vision loss or a change in his/her living situation. When this occurs it is appropriate to open a new case. When substantial new services are needed to meet the new independent living needs of the consumer, a new case should be opened even if the previous case was closed successfully earlier in the same fiscal year.

SECTION 9: QUALITY ASSURANCE

ILB is a consumer-driven independent living program designed to meet the unique needs of each individual ILB serves. The provision of timely and quality independent living services is the cornerstone of this program. ILB has implemented procedures which are designed to ensure ongoing quality service delivery throughout the life of the consumer's plan.

9.1 Program Review:

MDRS Program Integrity Unit provides a semiannual review of closed cases for the IL Program. Instructors submit Older Blind cases for review. Summary and Findings from the Program Evaluation Report are discussed with the instructors and corrections are made and submitted to the Program Manager.

9.2 ILB Case Reviews:

Over the course of the fiscal year the ILB Program Manager will review at least 10 consumer cases per instructor.

9.3 Consumer Satisfaction Survey:

A consumer satisfaction survey will be given or mail to each consumer at case closure. A CAP brochure and a closure letter will be attached to the survey with a self-addressed envelope.